

**Before the
Federal Communications Commission
Washington, DC**

In the Matter of)	
)	
Request for Review of the Decision of)	
the Universal Service Administrator)	
or Waiver by)	
)	
Edgewood Independent School District)	File No. SLD-733321
San Antonio, TX)	
)	
Schools and Libraries Universal Service)	CC Docket No. 02-6
Support Mechanism)	

REQUEST FOR REVIEW OR WAIVER

Edgewood Independent School District (“School District”), by its representative, hereby requests that the Commission review and reverse the Decision of the Administrator (“USAC”) in the above-captioned matter dated March 14, 2012,¹ and instruct USAC to fund the FY 2010 funding request in issue (FRN 1983901). Alternatively, the School District requests that the Commission reach the same result by waiving its rules, as there is extremely good cause for doing so.

I. ISSUE

- Whether the School District had an E-rate eligible contract for basic maintenance services for FY 2010.
 - Whether, as USAC contends, the parties’ contract was eligible only for one year, FY 2008.
 - Or whether, as the School District contends, the parties’ contract was for three years and thus eligible from FY 2008 through FY 2010.

¹ See Exhibit 1, Funding Commitment Decision Letter

II. SUMMARY

In January 2008, the School District awarded a contract for basic maintenance services² to Rx Technologies (“RXT”)³ and, in FY 2008,⁴ received E-rate discounts on those services. There is no allegation that there was anything wrong with the competitive bidding process leading up to that contract. The disagreement between the School District and USAC is over the term of that contract and nothing more.

Because the term of the contract was not entirely clear from its face, the School District explained to USAC that it was for three years, an explanation that was consistent with the facts and supported by local procurement rules. Nevertheless, USAC decided to interpret the parties’ contract very differently. Rather than accepting the School District’s reasonable and entirely plausible interpretation, which would have resulted in a funding commitment *and* furthered the objectives of the E-rate program, USAC opted for an interpretation that would do neither. USAC’s interpretation of the ambiguous contract language lopped two years off of the three-year contract to which the parties had agreed, rendering it ineligible for discounts in FY 2010. The second and third years of the contract were ineligible, USAC said, because, in its opinion, the parties had agreed to a one-year contract with no provision for voluntary extensions.

This matter turns entirely on whose interpretation of the parties’ contract is correct, USAC’s or the School District’s. When it comes to contract interpretations that directly affect E-rate funding like this one does, and there is sufficient credible evidence to support the applicant’s interpretation, good public policy and basic tenets of contract interpretation dictate that USAC should not be allowed to substitute its interpretation for that of the applicant. As there is sufficient credible evidence in this record to support the School District’s interpretation, and, moreover, as that interpretation helps to further the goals and objectives of the E-rate program, whereas USAC’s does not, USAC’s decision should be reversed.

² See Exhibit 2, Contract for Basic Maintenance (offer and acceptance signatures on page 1).

³ Major Inc. d/b/a Rx Technology

⁴ The School District did not apply for discounts in FY 2009 for unrelated reasons.

III. DISCUSSION

The School District is adamant that it provided enough evidence to USAC to prove that the parties intended to enter into a contract for a three-year term, and, therefore, that the contract was, in fact, for a three-year term.⁵ Note that the term of the contract spanned multiple budget years. That is why the parties agreed to make it expressly contingent upon the availability of funds: “*The District’s performance of this Contract beyond the Budget Year is contingent upon the availability of appropriated funds from which payment for contract purposes can be made.*”⁶ And that is why the School District’s Board had to authorize payment to RXT for the second and third years of the contract, and why the School District had to issue a new purchase order every year. In this context, the annual authorizations and purchase orders did not extend the agreement “voluntarily,” but rather, enabled it to remain in effect by satisfying the contingency provision of the contract.

The School District concedes that it made a serious drafting error by neglecting to clarify exactly when the contract would end.⁷ It said that the contract would run past June 30, 2009, if the parties agreed to a multi-year agreement, which they did, but, unfortunately, the date they agreed on never made its way into the contract. Naturally, the School District wishes that it had been more careful. But, for contract interpretation purposes, what ultimately counts is what the parties actually intended, and what they actually intended was a three-year contract. In the new maintenance contract that followed this one, the School District made sure to note that it was for three years.⁸

The *Main Purpose Doctrine* of contract interpretation holds that the primary intent and purpose of the parties must prevail. There is no good reason why that doctrine should not apply to E-rate contracts. If USAC had applied it to the contract here, it would have found that the parties had intended to enter into a three-year agreement.

⁵ See, e.g., Exhibit 3 (Selective Review Information Response – Funding Year 2010).

⁶ See Exhibit 2, at p.48 (Section 6.06 of the Contract for Basic Maintenance – Availability of Funds).

⁷ *Id.* at p. 46 (Section 6.01 – Type and Term of Contract) (“*The contract period is expected to run through June 30, 2009 or later if multi-year contract is accepted*”)

⁸ See Exhibit 4 (first page of January 18, 2011 RFP for basic maintenance services) (“*This RFP is for a three year agreement.*”)

Instead, USAC decided to re-write the parties' contract. The Commission should not allow USAC to do that – in this or any other case.

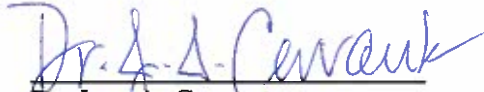
In cases like this one, where the applicant has provided credible evidence to USAC to support its own reasonable interpretation of its own contract, the Commission should not allow USAC to second-guess the applicant's interpretation. The heart of the E-rate program is competitive bidding, not contract formation. And since USAC possesses neither the legal nor the administrative resources necessary to interpret and apply contract law from every state and territory to the countless contracts it sees during the application review process, this is not an area in which USAC should be permitted to dabble. If a contract interpretation is going to affect an applicant's E-rate funding, the presumption should be that the applicant's reasonable interpretation of its own contract is correct, unless a preponderance of the credible evidence supports something different.

Another relevant and very important consideration, which should not be overlooked, is how extremely important network maintenance is. While maintaining a local area network may not be as interesting and exciting as purchasing and installing one, there is no question that it is essential. To benefit fully from the advanced telecommunications networks that many billions of dollars of E-rate funds have helped to pay for since 1998, schools and libraries must have the money to maintain them. For 90% discount-applicants especially, the E-rate program is the only realistic place that money will come from. If USAC continues to deny funding for maintenance to schools and libraries in cases like this one, where USAC and the applicant disagree only on whether the applicant's contract was for one year or three, the Commission and the American public are going to see a very sharp decline in the return on their E-rate investment.

Since (1) the School District's maintenance contract was competitively bid in accordance with program rules; (2) a three-year term for a maintenance contract is entirely reasonable; (3) the parties conduct proved their intention to be bound for three years; (4) there is no allegation that the fees that the service provider charged for

maintenance were anything but fair and cost effective; and (5) there is no evidence or allegation of any anti-competitive conduct, fraud, or other kind of wrongdoing, USAC's decision to deny funding solely because of its interpretation of the parties' contract as a one-year, rather than a three-year, agreement should be reversed. If the Commission disagrees, then we submit that, in these particular circumstances, the public interest would best be served by waiving the rules and instructing USAC to fund the School District's request for discounts on basic maintenance services.⁹

Respectfully submitted



Dr. Jose A. Cervantes
Superintendent
Edgewood Independent Public Schools
5358 W. Commerce
San Antonio, TX 78237
210-444-4520

May 2, 2012

⁹ Generally, the Commission's rules may be waived if good cause is shown. 47 C.F.R. § 1.3. The Commission may exercise its discretion to waive a rule where the particular facts make strict compliance inconsistent with the public interest. *Northeast Cellular Telephone Co. v. FCC*, 897 F.2d 1164, 1166 (D.C. Cir. 1990) (*Northeast Cellular*). In addition, the Commission may take into account considerations of hardship, equity, or more effective implementation of overall policy on an individual basis. *WAIT Radio v. FCC*, 418 F.2d 1153, 1159 (D.C. Cir. 1969); *Northeast Cellular*, 897 F.2d at 1166. Waiver of the Commission's rules is appropriate only if both (i) special circumstances warrant a deviation from the general rule, and (ii) such deviation will serve the public interest. *NetworkIP, LLC v. FCC*, 548 F.3d 116, 125-128 (D.C. Cir. 2008); *Northeast Cellular*, 897 F.2d at 1166.

Exhibit 1



Universal Service Administrative Company

EDGEWOOD ISD
PURCHASING DEPARTMENT

2012 MAR 19 PM 4:00
Schools and Libraries Division

FUNDING COMMITMENT DECISION LETTER
(Funding Year 2010: 07/01/2010 - 06/30/2011)

March 14, 2012

Ronald Bertoia
EDGEWOOD INDEP SCHOOL DISTRICT
5358 W COMMERCE ST
SAN ANTONIO, TX 78237-1354

Re: Form 471 Application Number: 733321
Billed Entity Number (BEN): 141553
Billed Entity FCC RN: 0006918940
Applicant's Form Identifier: 471-1011-SMART

Thank you for your Funding Year 2010 application for Universal Service Support and for any assistance you provided throughout our review. The current status of the funding request(s) in the Form 471 application cited above and featured in the Funding Commitment Report(s) (Report) at the end of this letter is as follows.

- The amount, \$1,194,297.16 is "Denied."

Please refer to the Report following this letter for specific funding request decisions and explanations. The Universal Service Administrative Company (USAC) is also sending this information to your service provider(s) so preparations can begin for implementing your approved discount(s) after you file FCC Form 486, Receipt of Service Confirmation Form. A guide that provides a definition for each line of the Report is available in the Reference Area of our website.

NEXT STEPS

- Work with your service provider to determine if you will receive discounted bills or if you will request reimbursement from USAC after paying your bills in full
- Review technology planning approval requirements
- Review CIPA requirements
- File Form 486
- Invoice USAC using the Form 474 (service provider) or Form 472 (Billed Entity applicant) - as products and services are being delivered and billed

TO APPEAL THIS DECISION:

You have the option of filing an appeal with the SLD or directly with the Federal Communications Commission (FCC).

If you wish to appeal a decision in this letter to USAC, your appeal must be received by USAC or postmarked within 60 days of the date of this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. In your letter of appeal:

1. Include the name, address, telephone number, fax number, and (if available) email address for the person who can most readily discuss this appeal with us.
2. State outright that your letter is an appeal. Include the following to identify the letter and the decision you are appealing:
 - Appellant name,
 - Applicant name and service provider name, if different from appellant,
 - Applicant BEN and Service Provider Identification Number (SPIN),
 - Form 471 Application Number 733321 as assigned by USAC,
 - "Funding Commitment Decision Letter for Funding Year 2010," AND
 - The exact text or the decision that you are appealing.

Schools and Libraries Division - Correspondence Unit
30 Lanidex Plaza West, PO Box 685, Parsippany, NJ 07054-0685
Visit us online at: www.usac.org/sl

3. Please keep your letter to the point, and provide documentation to support your appeal. Be sure to keep a copy of your entire appeal, including any correspondence and documentation.
4. If you are the applicant, please provide a copy of your appeal to the service provider(s) affected by USAC's decision. If you are the service provider, please provide a copy of your appeal to the applicant(s) affected by USAC's decision.
5. Provide an authorized signature on your letter of appeal.

To submit your appeal to USAC by email, email your appeal to appeals@sl.universalservice.org. USAC will automatically reply to incoming emails to confirm receipt.

To submit your appeal to USAC by fax, fax your appeal to (973) 599-6542.

To submit your appeal to USAC on paper, send your appeal to:

Letter of Appeal
Schools and Libraries Division - Correspondence Unit
30 Lanidex Plaza West
PO Box 685
Parsippany, NJ 07054-0685

If you wish to appeal a decision in this letter to the FCC, you should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. Your appeal must be received by the FCC or postmarked within 60 days of the date of this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. We strongly recommend that you use the electronic filing options described in the "Appeals Procedure" posted in the Reference Area of our website. If you are submitting your appeal via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554.

OBLIGATION TO PAY NON-DISCOUNT PORTION

Applicants are required to pay the non-discount portion of the cost of the products and/or services to their service provider(s). Service providers are required to bill applicants for the non-discount portion. The FCC stated that requiring applicants to pay their share ensures efficiency and accountability in the program. If USAC is being billed via the FCC Form 474, the service provider must bill the applicant at the same time it bills USAC. If USAC is being billed via the FCC Form 472, the applicant pays the service provider in full (the non-discount plus discount portion) and then seeks reimbursement from USAC. If you are using a trade-in as part of your non-discount portion, please refer to our website for more information.

NOTICE ON RULES AND FUNDS AVAILABILITY

Applicants' receipt of funding commitments is contingent on their compliance with all statutory, regulatory, and procedural requirements of the Schools and Libraries Program. Applicants who have received funding commitments continue to be subject to audits and other reviews that USAC and/or the FCC may undertake periodically to assure that funds that have been committed are being used in accordance with all such requirements. USAC may be required to reduce or cancel funding commitments that were not issued in accordance with such requirements, whether due to action or inaction, including but not limited to that by USAC, the applicant, or the service provider. USAC, and other appropriate authorities (including but not limited to the FCC), may pursue enforcement actions and other means of recourse to collect improperly disbursed funds. The timing of payment of invoices may also be affected by the availability of funds based on the amount of funds collected from contributing telecommunications companies.

Schools and Libraries Division
Universal Service Administrative Company

FUNDING COMMITMENT REPORT
Billed Entity Name: EDGEWOOD INDEP SCHOOL DISTRICT
BEN: 141553
Funding Year: 2010

EDGEWOOD ISD
PURCHASING DEPARTMENT

Comment on RAL corrections: The applicant did not submit any RAL corrections
2012 MAR 19 PM 4:00

Form 471 Application Number: 733321
Funding Request Number: 1983901
Funding Status: Not Funded
Category of Service: Basic Maintenance of Internal Connection
Form 470 Application Number: 640510000647763
SPIN: 143007191
Service Provider Name: Major Inc.
Contract Number: RFP #08-003
Billing Account Number: N/A
Multiple Billing Account Numbers: N
Service Start Date: 07/01/2010
Service End Date: N/A
Contract Award Date: 02/07/2008
Contract Expiration Date: 06/30/2011
Shared Worksheet Number: 1195440
Number of Months Recurring Service Provided in Funding Year: 12
Annual Pre-discount Amount for Eligible Recurring Charges: \$1,326,996.84
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$1,326,996.84
Discount Percentage Approved by the USAC: 90%
Funding Commitment Decision: \$0.00 - Contract Extension Violation
Funding Commitment Decision Explanation: MR1: The dollars requested were reduced to remove the ineligible product(s)/service(s): IPCX-3YENH-SEAT10 for \$405/month, IPCX-3YENH-SEAT50 for \$675/month, CWWLSE-2.12-SW-K9 for \$170/month, IPCX-3YENH-SVR1 for \$80/month, IPTV-VIEW-MP2-ADD for \$1,667/month, CE-566-144GB-K9 (25% ineligible) for \$20/month, IPTV-3412-CTRL for \$352/month, IPTV-3432-ARCH for \$352/month, IPVC-3540-AS for \$66/month, PIX-525-FO-BUN for \$50/month, WS-SVC-IDS2-BUN-K9 for \$3,599/month. <><><><> MR2: The dollars requested were reduced by \$690/month because the applicant failed to provide complete model information for the PIX 535 Firewall appliance. This information was needed to determine the eligibility of the product/service in this FRN. <><><><> MR3: The FRN was modified from \$118,708.32/month to \$110,583.07/month to agree with the applicant documentation. <><><><> MR4: The Contract Award Date was changed from 02/05/2008 to 02/07/2008 to agree with the documentation provided during the review of the Form 471. <><><><> DR1: FRN is denied because the applicant is relying on a voluntary contract extension but the original contract did not include a provision for voluntary contract extensions. Therefore, the extended contract does not meet E-rate requirements and cannot be used to support the funding request and the funding request is not supported by a contract that is in force for the Fund Year.

FCDL Date: 03/14/2012

Wave Number: 089

Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2013



USAC

Universal Service Administrative Company
Schools and Libraries Division
Correspondence Unit
30 Lanidex Plaza West
PO Box 685
Parsippany, NJ 07054-0685

EDGEWOOD ISD
PURCHASING DEPARTMENT

2012 MAR 19 PM 4:00



TIME SENSITIVE MATERIAL

00003
Ronald Bertoia
EDGEWOOD INDEP SCHOOL DISTRICT
5358 W COMMERCE ST
SAN ANTONIO, TX 78237-1354

Exhibit 2



*Signed
Document
08-003
JGJ*

RFP 08-003
Basic Maintenance

E-Rate Year 11

January 22, 2008

Submitted by:



SOLICITATION, OFFER, AND AWARD

1. CONTRACT # <u>0113-08</u>	2. SOLICITATION NO.
3. TYPE OF SOLICITATION: Sealed Bid (IFB) Negotiated (RFP)	4. DATE ISSUED: December 23, 2007
5. REQ. # RFP 08-003 (P2) Basic Maintenance Services	6. ISSUED BY: Edgewood I. S. D.
7. ADDRESS SOLICITATION RESPONSE TO: DEPARTMENT OF PURCHASING EDGEWOOD INDEPENDENT SCHOOL DISTRICT 5358 W. COMMERCE STREET SAN ANTONIO, TEXAS 78237	8. Department, Associated: Technology

NOTE: In Invitations for Bid, "offer" and "offeror" mean "bid" and "offeror."

SOLICITATION

Sealed offers with an original signature(identified as such), one copy(identified as such) and one electronic copy (Microsoft Word 2003 and Excel) for furnishing the supplies and/or services in the bid form will be received at the place specified in Item 7 until 10:00 A.M. local time, January 22, 2008.

CAUTION: All offers are subject to all terms contained in this solicitation.

9. For information send email to: erate@eisd.net

Subject: RFP 08-003 (P2) Basic Maintenance Services

OFFER (Must be fully completed by offeror)

10. In compliance with the above, if this offer is accepted, the offeror agrees, to furnish any or all items upon which prices are offered and accepted at the price set opposite each item, delivered at the designated point(s) specified in the solicitation. Further, this offer is contingent upon SLD funding approval and must have all deliverables, installations and configurations completed prior to the applicable SLD closing date window for funding.

11. DISCOUNT FOR PROMPT PAYMENT: ___% ___Days Net 30 days unless a discount is offered.

12. ACKNOWLEDGEMENT OF AMENDMENTS The offeror acknowledges receipt of AMENDMENTS to the SOLICITATION and related documents numbered and dated	AMENDMENT NO. DATE <u># 1</u> <u>1/9/08</u>	AMENDMENT NO. DATE
--	---	-------------------------

13. Name and Address of Offeror Company Name: Major Inc dba Rx Technology Address: 3370 Nacogdoches Rd Suite 150 City, State, Zip: San Antonio, Texas 78217 Telephone No: 210/828-6081_ Fax No: 210/828-8419	14. Name and Title of Person Authorized to Sign Offer: Print Name: Joan Rizzo Title: President Signature: <i>[Signature]</i> Date: January 20, 2008
---	---

ACCEPTANCE (To be completed by the District)

15. ACCEPTED AS TO ITEMS NUMBERED: | 16. AMOUNT: | 17. ACCOUNTING AND APPROPRIATION:

18. PAYMENT WILL BE MADE BY ACCOUNTS PAYABLE: Accounts Payable
5358 W. Commerce Street
San Antonio, TX 78237
Submit invoices in three (3) copies.

19. For the Edgewood I.S.D.: | 20. Signature of Purchasing Agent: | 21. Date:

IMPORTANT: Award will be made on this form or by other authorized official written notice.

Edgewood I.S.D. Basic Maintenance Services RFP

Basic Maintenance Services E-RATE 11 - FY 2008-2009

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SECTION A

Proposal Form

THIS SOLICITATION IS A REQUEST FOR PROPOSALS SOLICITING COMPETITIVE SEALED PROPOSALS. ANY REFERENCE TO BID OR OFFEROR IN THE SOLICITATION WILL BE INTERPRETED AS MEANING OFFER OR OFFERER.

The District has previously qualified for 90% e-rate reimbursement.

The Edgewood Independent School District is soliciting Competitive Sealed Proposals for basic maintenance of a standardized manageable information systems infrastructure throughout the District. The District is interested in receiving proposals from vendors actively engaged in the trade of providing and maintaining voice, video, and data communications systems. The District's intent is to enter into negotiations with all e-rate qualified vendors. Vendors are therefore encouraged to submit their initial proposal as if they were submitting their best and final offer.

SUBMIT YOUR PROPOSAL WITH: ONE ORIGINAL COPY, SIGNED IN BLUE INK; ONE PHOTOCOPY; AND ONE MICROSOFT 2003 VERSION, ELECTRONIC FORMAT ON CD ROM. THE ORIGINAL SIGNED COPY OF THE RFP WILL SERVE AS THE OFFICIAL SUBMITTAL.

SUBMIT A MINIMUM OF THREE (3) REFERENCES (PREFERABLY TEXAS INDEPENDENT SCHOOL DISTRICTS) FOR WHOM YOU HAVE PERFORMED SIMILAR SERVICES WITHIN THE PREVIOUS 36 MONTHS. INCLUDE ORGANIZATION, A CURRENT POINT OF CONTACT WITH ADDRESS AND PHONE NUMBER, NATURE OF WORK, DATES OF WORK, AMOUNT OF CONTRACT.

NOTE: THE ENTIRE SOLICITATION DOCUMENT WILL CONSTITUTE THE CONTRACT WHEN AWARDED. OFFERORS ARE STRONGLY ENCOURAGED TO FULLY FAMILIARIZE THEMSELVES WITH THE DOCUMENT BEFORE BIDS ARE SUBMITTED.

THE DISTRICT WILL AWARD CONTRACTS FOR THESE TELECOMMUNICATION SERVICES AS A SINGLE SOLUTION OR STAND ALONE COMPONENTS, AS DETERMINED TO BE THE BEST SOLUTION FOR THE DISTRICT.

AWARD OF THIS CONTRACT IS SUBJECT TO E-RATE FUNDING AWARD. CONSEQUENTLY, PERFORMANCE MUST BE BEGUN AND COMPLETED DURING THE TIME PERIOD ESTABLISHED BY THE SCHOOL AND LIBRARIES CORPORATION OF SUCH ORGANIZATIONS WHICH MAY GOVERN THE USE OF THESE FUNDS.

DELIVERY: F.O.B. DESTINATION, FREIGHT PREPAID, SAN ANTONIO, TEXAS

1.00 OVERVIEW / INTENT

The purpose of this project is to provide via the E-RATE Program a higher performing, independent, manageable telecommunications systems for the Edgewood Independent School District in San Antonio, Texas. These infrastructures will empower teachers and students with information and methods for higher learning. Today's advanced software applications require exponential bandwidth increases and more intelligent network devices with faster processors. Security, video teleconferencing, network mobility, IP telephony, content delivery, and distance learning applications place demands on today's network infrastructure never before imagined. Improved technical and artistic

skills and advanced understanding of modern information systems will enable disenfranchised students to better compete for employment opportunities and academic scholarships.

Offeror must provide pricing for a single year maintenance services contract subject to SLD and local funding.

Election of a multi-year contract shall be a consideration by the Edgewood ISD. Offeror must provide pricing for a multi-year contract not to exceed three years, subject to SLD and local funding.

Specific goals of the project are listed as follows:

1.01 Infrastructure - Provide for comprehensive, maintenance services contract for WAN/LAN equipment and Servers for existing sites that address items in 1.00 Overview/Intent.

Provide for installations, repairs, configurations, updates, remote management and remote monitoring services to include all Edgewood ISD hardware for the Edgewood ISD facilities' communications infrastructure.

Proposal must include data, voice, wireless and video services that successfully support an enterprise, Unified Communications Solution. These solutions include: all Gigaman-linked sites, VOIP support services, ISI cost accounting, IPcelerate services, Region 20 video-conferencing services, HP SAN services, Cisco SmartNet, change-adds-moves, VPN configuration services, wireless devices, and support services provided to the district in the form of consultation and or training as permitted under the SLD guidelines to the extent that said services are eligible.

Offeror is required to submit a line item breakout of such aforementioned services that are necessary but ineligible for E-rate funding for such support at non-eligible sites or district-wide related services that are deemed ineligible by the SLD.

1.02 Technical Support

Design and implement a comprehensive annual recurring technical services agreement to support the District's E-RATE eligible communications infrastructure.

Manufacturer updates and upgrades to systems and associated services are inclusive in the pricing provided under this RFP.

Network Hardware	= 8 hour per day X 5 days per week X Next business day parts delivery
District data center	= Response within 4 hours
Unified Communications System	= 24 hour per day x 7 days per week response within 2 hours

The selected vendor must provide pricing for a single, and a Multi-Year contract not to exceed three years.

Equipment and information listing is provided as a reference point and not to be considered as total Edgewood ISD equipment or data drops for consideration. Offeror must assess district's data communications needs for RFP considerations.

CAT 6e cable listings are provided for reference information and not as a bid item under this RFP (These appear under a separate RFP):

Site	Reference Item	E-rate Count	Non-E-rate Count
Academy	Data Cabling	1,300	
Burleson	Data Cabling	600	
Brentwood	Data Cabling	800	
Coronado/Escobar	Data Cabling	600	
Gus Garcia	Data Cabling	850	
Gardendale	Data Cabling	600	
Gonzalez	Data Cabling	600	
Kennedy	Data Cabling	1,700	
Palmas	Data Cabling	600	
Johnson	Data Cabling	600	
Loma Park	Data Cabling	850	
Memorial	Data Cabling	1,700	
Perales	Data Cabling	600	
Roosevelt	Data Cabling	600	
Truman	Data Cabling	800	
Winston	Data Cabling	600	
Wrenn	Data Cabling	800	
Hoelscher	Data Cabling	600	
Administration	Data Cabling		400
Food Services	Data Cabling		100
Physical Plant	Data Cabling		100
New Stafford	Data Cabling	600	
New Cenizo Park	Data Cabling	600	
TOTAL Not Inclusive of Fiber or Analog Needs		16,000	600

Equipment and information listing is provided as a reference point and not to be considered as total Edgewood ISD equipment for consideration. Offeror must assess district's data communications needs for RFP considerations.

Powerware items provided for reference information and not as a bid item under this RFP (These appear under a separate RFP)

New Schools Table

Campus (All New Hardware)	MDF/IDF	Proposed New Equipment to be Installed	Powerware Model PW9170+ (Appear under Separate RFP)	Powerware Model PW9125 (Appear under Separate RFP)	Powerware Model #PW9315 (Appears under Separate RFP)
New Cenizo Park	MDF	2x6513	2		
New Cenizo Park	IDF1	6590	1		
New Cenizo Park	IDF2	6509	1		
New Stafford	MDF	2x6513	2		
New Stafford	IDF1	2x6509	1		
New Stafford	IDF2	2x6509	1		

Current Installed Base Equipment Table

Campus	MDF/IDF	Currently Installed Equipment needing Upgrades	Powerware PW9170+ (Appear under Separate RFP)	Powerware Model PW9125 (Appear under Separate RFP)	Powerware Model PW9315 (Appears under Separate RFP)
Academy (EHS)	MDF	2x6513/6509	3		
Academy (EHS)	IDF1	2x6509	2		
Academy (EHS)	IDF2	6509	1		
Academy (EHS)	IDF3	6509	1		
Academy (EHS)	IDF4	6509	1		
Academy (EHS)	IDF5	3x6509	3		
Academy (EHS)	IDF6	6509	1		
Academy (EHS)	IDF7	3750G	0		
Brentwood	MDF	2x6513/6509	3		
Brentwood	IDF1	6509	1		
Brentwood	IDF2	6509	1		
Brentwood	IDF3	6509	1		
Brentwood	IDF4	3750/1300 Bridge		1	
Burleson/Hlth. Svcs.	MDF	2x6513	2		
Burleson/Hlth. Svcs.	IDF1	6509	1		
Burleson/Hlth. Svcs.	IDF2	6509	1		
Burleson/Hlth. Svcs.	IDF3	3750		1	
Garcia	MDF	3x6513	3		
Garcia	IDF1	3x6509	3		
Garcia	IDF2/Carde nas	6509	1		
Gardendale	MDF	2x6513/6509	3		
Gardendale	IDF1	6509	1		
Gardendale	IDF2	2x6509	2		
Gardendale	IDF3	3750		1	

Gardendale	IDF4	3750		1	
Gardendale	IDF5	3750		1	
Gonzalez	MDF	2x6513/6509	5		
Gonzalez	IDF1	6509	1		
Gonzalez	IDF2	3750		1	
Gonzalez	IDF3	3750		1	
Gonzalez	IDF4	3750		1	
Gonzalez	IDF5	3750		1	
Memorial	MDF	2x6513/6509	3		
Memorial	IDF1	3x6509	3		
Memorial	IDF2	2x6509	2		
Memorial	IDF3	6509	2		
Memorial	IDF4	3750/1300 Bridge		1	
Memorial	IDF5	3750/1300 Bridge		1	
Memorial	IDF6	3750/1300 Bridge		1	
Memorial	IDF7	3750/1300 Bridge		1	
Memorial	IDF8	3750/1300 Bridge		1	
Memorial	MDF2(CT)	2x6513	2		
Perales	MDF	2x6513/6509	4		
Perales	IDF1	2x6509	2		
Perales					
Roosevelt	MDF	2x6513/6509	3		
Roosevelt	IDF1	2x6509	2		
Roosevelt	IDF2	2x6509	2		
Roosevelt	IDF3	3750		1	
Truman	MDF	2x6513/6509	3		
Truman	IDF1	2x6509	2		
Truman	IDF2	3750		1	
Winston	MDF	2x6513/6509	3		
Winston	IDF1	6509	1		
Winston	IDF2	6509	1		
Winston	IDF3	3750		1	
Winston	IDF4	3750		1	
Winston	IDF5	3750		1	
EHS - ESOC		10x6513			Upgrade 50K va Unit to 80 Kva

Estimated TOTALs	80	19	Upgrade 50K va Unit to 80 Kva
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Current UPS equipment maintenance must also be a line item factor in the event the anticipated Powerware equipment is not SLD funded.

See www.eisd.net/erate for Microsoft Excel 2003 Spreadsheet "Priority 2 Internal Connections Hardware.xls" for line items subject to maintenance

coverage to be included in offeror's response.

See www.eisd.net/erate for Microsoft Excel 2003 Spreadsheet for "Cisco SmartNet Warranty" for line items subject to maintenance coverage to be included in offeror's response.

Note: Smartnet is provided by Cisco free for first year new E-rate items, however offeror is to include service diagnostics, and/or replacement services including configuration and installation in the event of produce failure or upgrade/replacement of items as needed by Edgewood ISD.

The above items are inclusive of the two new schools planned. Offeror should factor in Cenizo Park and Stafford campus equipment with regard to Schools and Libraries Division (USAC) guidelines for equipment maintenance and services.

Offeror must provide a breakout of services to be submitted for non-E-rate eligible sites as well as for campus equipment not eligible for E-rate funding.

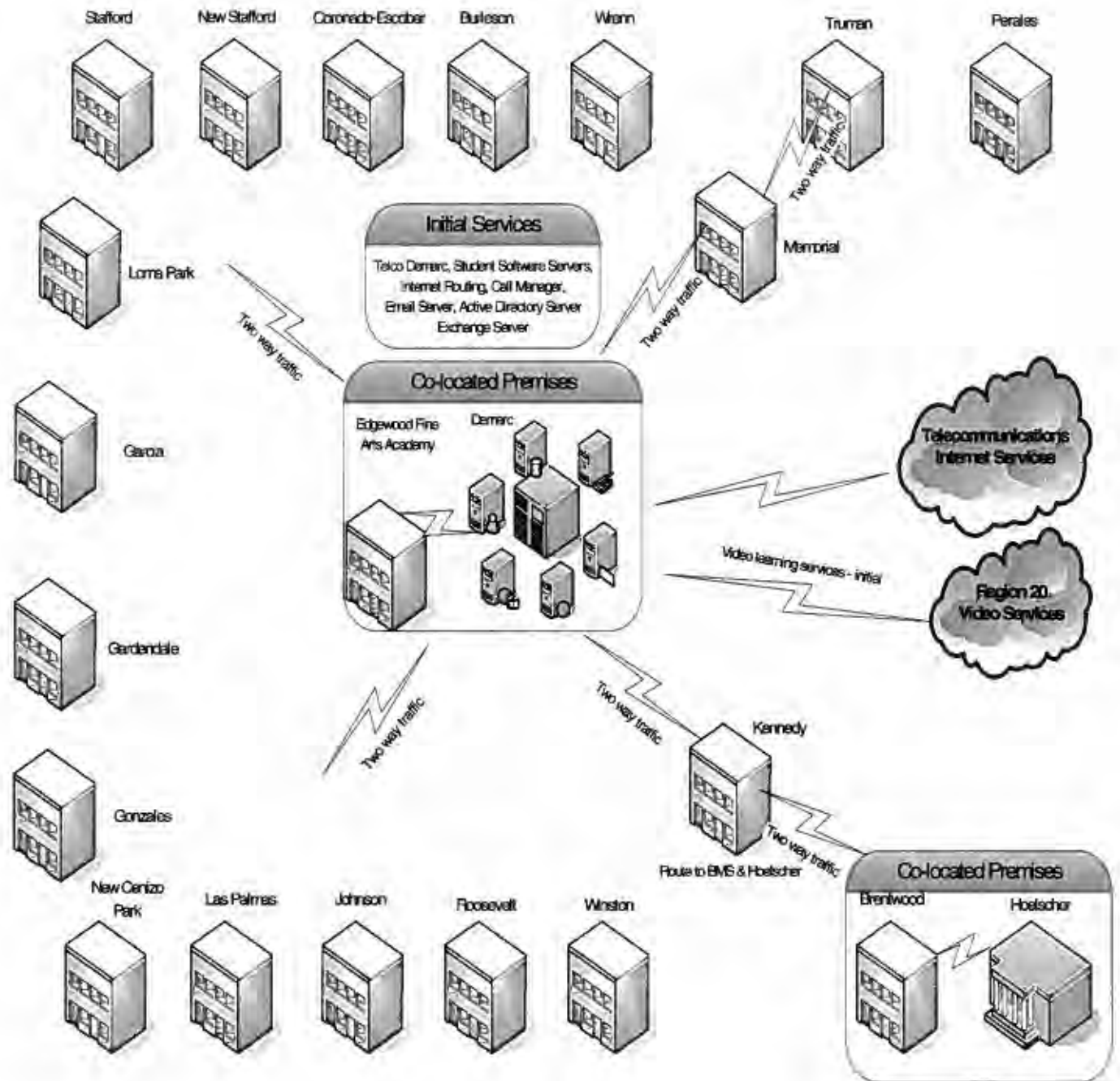
1.03 Telecommunications Services

The selected vendor must provide maintenance services pricing for 16,000 data lines for voice, data, and video use across the district's enterprise system. Support services include: patch panels, racks, switches, routers, and connected devices to these items. Additional requirements will include all fiber and other essential materials to be supplied by successful offeror as necessary for service maintenance for connectivity of a homogeneous enterprise.

Pricing breakout is to reflect multi-year quote for associated services as noted above.

Offeror is responsible for warranty and non-warranty installation items as a **turnkey maintenance services approach**.

The following diagram illustrates the Edgewood ISD telecommunications overall connectivity.



The successful offeror must also have senior network architects and engineers on staff holding current CCIE and MCSE certifications for the duration of this project, if deemed applicable by Edgewood ISD. Changes to key personnel assigned to this project cannot be reassigned or replaced without notification and must have Edgewood ISD participation in those changes. The successful offeror must have structured cabling design engineers on staff holding current RCDD/OSP certification for the duration of this project, if applicable.

The successful offeror must provide PMP-certified Project Managers, using industry standard "best practices" for the duration of this project, if applicable.

A detailed implementation plan, reflecting contents determined in collaboration with the District, must be provided by the successful offeror and approved by both parties prior to project implementation.

2.00 GENERAL

2.01 SPECIFICATION REFERENCES

- A. Electronic Industries Association/Telecommunications Industry Association (EIA/TIA) 568-A-Commercial Building Telecommunication Wiring Standards.
- B. EIA/TIA-569 - Commercial Building Standard for Telecommunication Pathways and Spaces.
- C. EIA/TIA-TSB67 - Transmission Performance Specifications for Field Testing of Unshielded, Twisted Pair Cabling Systems, October 1995.
- D. EIA/TIA-TSB72 - Centralized Optical Fiber Cabling Guidelines, October 1995.
- E. EIA/TIA-TSB75 - Additional Horizontal Cabling Practices for Open Offices.
- F. International Standards Organization/International Electrotechnical Commission (ISO/IEC) DIS 11801, January 6, 1994.
- G. Underwriters Laboratories (UL®) Cable Certification and Follow Up Program.
- H. National Electrical Manufacturers Association (NEMA).
- I. American Society for Testing Materials (ASTM).
- J. National Electric Code (NEC®).
- K. Institute of Electrical and Electronic Engineers (IEEE).
- L. UL Testing Bulletin.

- M. American National Standards Institute (ANSI) Requirements for UTP a 1000 Mbps.
- N. Leviton Category 6e Structured Cabling Systems, Performanc Specifications, Latest version.
- O. Leviton Category 6e Structured Cabling Systems, Components Guide Latest version.
- P. Leviton Category 6e Generic Specifications: Fiber Optic Outside Plan Cable, Latest version.

2.02 SUBMITTALS

A. Provisioning Section

Submit under provisions of Section 1: Bidding Requirements an Expectations

B. Product Data

Provide manufacturer's catalog information showing dimensions, colors and configurations and reference page numbers in the text.

C. Manufacturer's Instructions

1. Indicate application conditions and limitations of us stipulated by product testing agency specified under regulator requirements.
2. Include instructions for storage, handling, protection examination, preparation, operation and installation of product
3. A technical data sheet from the manufacturer should be include with the response for each product proposed. This data shee shall include the physical specifications as well as th following electrical and transmission characteristics:
 - a. Mutual Capacitance
 - b. Impedance
 - c. DC Resistance
 - d. Attenuation
 - e. Worst Pair-to-Pair Near End Crosstalk
 - f. Power Sum Near End Crosstalk.

D. Pre-Qualification Certificate

The selected vendor must provide manufacturer training certificate for design, engineering and installation of the proposed products upo request by the District.

E. Factory Test

Vendor shall submit, upon request by the District, all factory tes information prior to installation. If equivalent product(s) ar substituted, the equivalent product(s) must prove demonstrated an documented equivalence to the product(s) specified. All recommende

product changes must have prior, written, approval from the Edgewood Project Management Board before installation.

F. Bid

Vendor shall submit complete detailed bids for each campus listed. Each campus bid will contain line items, descriptions, part numbers, unit pricing, quantities and extended pricing including, but not limited to, each item contained in the Bill of Materials appended to this document. Each campus bid will be sub-totaled and grand total for the entire bid must be provided. No lump sum bids will be accepted.

G. Material Guarantee

The wiring vendor (installer) shall guarantee at the time of the bid that all 10 GIG cabling and components meet or exceed specification (including installation) of TIA/EIA-568-A and 569.

H. Material Provided

The successful vendor shall be certain that all equipment is installed in accordance with manufacturers design and installation guidelines. Vendor shall submit complete parts and part numbers to Edgewood ISD prior to installation of equipment.

I. Furnish a manufacturer's "Channel Link" performance warranty of all TIA/EIA 568-B.2-10, 10 GIG workstation cables, multi-pair cables and optical fiber cables for a minimum period of Lifetime, from the date of acceptance of the work. The Channel Link Performance Warranty shall be issued and signed by the component manufacturer and shall list Edgewood ISD as the holder of the warranty. The Channel Link Performance Warranty shall cover the testing and replacement of the labor and material for all "Channel Link" components. The 10 GIG structured cable system shall be a complete certified system as offered by a single manufacturer. The system and all components shall be performance matched, be backward compatible with legacy UT systems, approved for use with a single manufacturer and guaranteed by the manufacturer - both components and installed systems. The cabling must be approved for use with the manufacturer's system.

1. Complete documentation regarding the manufacturer's warranty shall be submitted as part of the proposal. This shall include but is not limited to a sample of the warranty that would be provided to the Edgewood ISD when the installation is complete and documentation of the support procedure for warranty issues.

2.03 QUALIFICATIONS

A. Manufacturer

The Structured Cabling Component products specified in Section 2 of this Request for Proposal shall be supplied by a single manufacturer.

with the exception of:

Data racks and other hardware that are not defined as part of the channel test configuration by TIA/EIA TSB67, Transmission Performance Specifications for Field Testing of unshielded Twisted-Pair Cabling Systems.

Outside plant (OSP) copper cable.

Manufacturer shall have a minimum of seven (7) years experience and shall be ISO 9001 Certified.

B. Contractor

The contractor selected to provide the installation of this system shall be certified by the manufacturing company in all aspects of design, installation and testing of the products described herein, and have a minimum of five (5) years experience on similar Structured Cabling Systems.

The Selected Contractor must be compliant with all federal, state and local statutes.

2.04 DEFINITION - STRUCTURED CABLING SYSTEM

Structured Cabling Systems (SCS) wiring is defined as: all required equipment and cabling including hardware, termination blocks, cross connect wire or cordage, patch panels, patch cords, telecommunication outlets, work area cords, UTP and fiber Light Interface Unit cabling installed and configured to provide computer data and voice connectivity from each data or voice device to the network file server or voice network/switch, designated as the service point of the local area network.

NOTE: ALL NEW VOICE DROPS MUST BE LEVITON 10 GIG CERTIFIED END-TO-END.

2.05 CABLING BASIC REQUIREMENTS

A. Cable

Cable shall be unshielded twisted pair (UTP) rated for "plenum" installation that is extended from the network file server location and voice server to the data and voice outlets located at end use points.

B. Pathway

Extension of all data and voice cables shall be within raceway, conduit, cable tray or "J" Hooks or similar approved suspension systems. All Contractors responding to this Request for Proposal must specify which pathway methodology they are utilizing.

C. Hardware

Required hardware includes, but is not limited to, termination blocks fastening devices, data outlets, voice outlets and all require accessories to comply with this specification.

2.06 GROUNDING AND BONDING

All grounding and bonding shall meet the National Electrical Code (NEC®) as well as local codes, which specify additional grounding and/or bonding requirements.

A. Bonding and Grounding

Communication bonding and grounding shall be in accordance with the NEC® and NFPA. Horizontal cables shall be grounded in compliance with ANSI/NFPA 70 and local requirements and practices. Horizontal equipment includes cross connect frames, patch panels and racks active telecommunication equipment and test apparatus and equipment. When required by local code, provide a Telecommunications Bonding Backbone utilizing a #6-AWG or larger bonding conductor that provide direct bonding between equipment rooms and telecommunications closets.

This is part of the grounding and bonding infrastructure (part of the telecommunications pathways and spaces in the building structure), and is independent of equipment or cable.

2.07 WARRANTY

A. Offeror must provide a one year's warranty, following manufacturer's warranty period, on all proposed voice and/or data components including associated software, must be provided along with 8X5XNB Monday through Friday service coverage.

B. A Leviton Lifetime Channel Link Performance Warranty for the structured cabling system shall be provided as follows:

C. Lifetime Product Warranty

Furnish a manufacturer's "Channel Link" performance warranty of all TIA/EIA 568-B.2-10 10 GIG workstation cables, multi-pair cables and optical fiber cables for a minimum period of Lifetime, from the date of acceptance of the work. The Channel Link Performance Warranty shall be issued and signed by the component manufacturer and shall list Edgewood ISD as the holder of the warranty. The Channel Link Performance Warranty shall cover the testing and replacement of the labor and material for all "Channel Link" components. The 10 GIG structured cable system shall be a complete certified system as offered by a single manufacturer. The system and all components shall be performance matched, be backward compatible with legacy UT systems, approved for use with a single manufacturer and guaranteed by the manufacturer - both components and installed systems. The cable must be approved for use with the manufacturer's system.

D. System Certification

Upon successful completion of the installation and subsequent

inspection, the Edgewood ISD shall be provided with a numbered certificate, from the manufacturing company, registering the installation.

2.08 DESCRIPTION

A. Structured Cabling System

Furnish and install, complete with all accessories a Structure Cabling System (SCS). The SCS shall serve as a vehicle for transport of data, video and voice telephony signals throughout the network from designated demarcation points to outlets located at various desk workstation and other locations as indicated on the contract drawing and described herein. Applications standards supported should include, but be not limited to, IEEE 802.3, 10Base5, 10BASE-T, IEEE 802.5, 4 Mbps, 16Mbps (328 ft [100m], 104 Workstations) and TP-PMD. In addition, these links/channels shall be capable of supporting evolving high-end applications such as 100 Base-T and 52/155 Mbps ATM AND 77 Channel Analog Broadband Video out to 550 Mhz. 10 GIG cabling performance shall be capable of supporting existing and evolving applications including AES/EBU Digital Audio, 270 Mbps Digital video 622 Mbps 64-CAP ATM, 1000Base-T 10 GIG Ethernet and 1.2 10 GIG ATM

B. Telephone Company Connectivity

Wiring utilized for telephone company central office voice service shall originate at a demarcation point (RJ21X), the cross connect provided by the telephone company. Installation, termination and identification of wiring between station outlets, TC's and the E shall be considered part of the selected vendor's work.

C. Data and Voice

Wiring utilized for data and voice communications shall originate at owner provided hubs and concentrators either wall mounted, in vertical free standing equipment racks, and/or enclosed wall mounted vertical equipment racks located at the Telecommunications Equipment Room (ER) the Main Cross-connect (MC), the Intermediate cross-connect (IC) and/or the Telecommunications Closet (TC) location(s). Wiring terminations and patch bays between these designated demarcation points and outlet locations designated on the plans shall be considered part of the contract. Outlets (jacks) shall be furnished wired and installed by the SCS system contractor.

2.09 CONTRACTOR'S QUALIFICATIONS

A. Contractor Selection

The contractor selected for this Project must be certified by the manufacturer of the products, adhere to the engineering, installation and testing procedures and utilize the authorized manufacturer components and distribution channels in provisioning this Project.

B. Contractor Experience and Training

The contractor shall be experienced in all aspects of this work and

shall be required to demonstrate direct experience on recent system of similar type and size. The contractor shall own and maintain tool and equipment necessary for successful installation and testing of optical and Category 5 metallic premise distribution systems and have personnel who are adequately trained in the use of such tools and equipment.

C. Contractor Resume

A resume of qualification shall be submitted with the Contractor's proposal indicating the following:

1. A list of recently completed projects of similar type and size with contact names and telephone numbers for each.
2. A list of test equipment proposed for use in verifying the installed integrity of metallic and fiber optic cable systems on this project.
3. A technical resume of experience for the contractor's Project Manager, on-site installation supervisor, and key personnel who will be assigned to this project.
4. A list of technical product training attended by the contractor's personnel that will install the SCS system shall be submitted with the response.

Any sub-Contractor who will assist the structured cable system contractor in performance of this work, shall have the same training and certification as the SCS contractor. All sub-contractor work will have the names of their company representative on associated documentation. Sub-contractors are to have coverage of insurance either under the contractor or separately meeting those specified under insurance requirements.

2.10 SPECIAL REQUIREMENTS FOR CABLE ROUTING AND INSTALLATION

A. Cabling

All communications cabling used throughout this project shall comply with the requirements as outlined in the National Electric Code (NEC®) and the appropriate local codes. All copper cabling shall bear CMP (Plenum Rated), CM/CMR (Riser Rated) and/or appropriate markings for the environment in which they are installed. All fiber optic cabling shall bear OFNP (Plenum Rated), OFNR (Riser Rated) and/or appropriate markings for the environment in which they are installed.

B. Cable Pathway

In suspended ceiling and raised floor areas where duct, cable trays or conduit are not available, the Contractor shall bundle, in bundles of 50 or less, station wiring with cable ties snug, but not deforming the cable geometry. Cable bundles shall be supported via "J" hook attached to the existing building structure and framework at a maximum of five (5) foot intervals. Plenum rated cable ties will be used in all appropriate areas. The contractor shall adhere to the manufacturers' requirements for bending radius and pulling tension of

all data and voice cables.

Cables shall not be attached to lift out ceiling grid supports or laid directly on the ceiling grid.

Cables shall not be attached to or supported by fire sprinkler head or delivery systems or any environmental sensor located in the ceiling air space or any non-proper support.

C. Fire Stopping

Sealing of openings between floors, through rated fire and smoke walls, existing or created by the contractor for cable passage through shall be the responsibility of the contractor. Sealing material and application of this material shall be accomplished in such a manner that is acceptable to the local fire and building authorities having jurisdiction over this work. Creation of such openings as are necessary for cable passage between locations as shown on the drawing shall be the responsibility of the contractor's work. Any opening created by or for the contractor and left unused shall also be sealed as part of this work.

D. Contractor Responsibility

The contractor shall be responsible for damage to any surfaces or work disrupted as a result of his work. Repair of surfaces, including painting, shall be included as necessary.

2.11 WORK EXTERNAL TO THE BUILDING

Any work external to the confines of these campuses as described shall be considered outside the scope of this project, and will be negotiated separately.

2.12 SYSTEM DESCRIPTION

The system shall utilize a network of fiber optic, and unshielded twisted pair, riser, tie and station cables. Cables and termination shall be provided and located as shown and in the quantities indicated on the drawings. Fiber cables shall terminate on Fiber Distribution Centers (FDC's), and modular patch panels will be located in all demarcation and termination points. All cables and terminations shall be identified at all locations. All cables shall terminate in an alpha-numeric sequence at all termination locations. All copper cable terminations shall comply with, and be tested to TIA/EIA 568-A and TSB-67 standards for 10 GIG and/or Category 3 installations. Available and unused pairs between the ER and TC (s) shall terminate and shall be identified as spare at each location. Station cable shall terminate on one, two or three gang wall plates.

2.13 SUBMITTALS

Submittals shall include all items called for in this section and manufacturers cut sheets as required by the District for the following:

- A. All wire and cable: to include patch cords, cross connect wire and cross connect cordage.
- B. All connectors and required tooling.
- C. All termination system components for each cable type.
- D. All MDF and IDF equipment, racks, hardware and LAN equipment.
- E. All grounding and surge suppression system components (as required)
- F. Separate installation diagrams for network hardware telecommunications hardware, and structured cabling, as applicable to the project scope at each site.

3.0 PRODUCTS

3.01 EQUIVALENT PRODUCTS

Equivalent product(s) will be considered for substitution for those products specified in the referenced Bill of Materials (BOM). Such product substitution must meet original specifications, usage intent and inter-compatibility requirements stated in this RFP. Substitution will only be authorized by Edgewood ISD in the event original specified materials are obsolete or unavailable. Express, written approval by Edgewood ISD project manager is required.

3.02 OUTLETS

A. Faceplates

- 1. All faceplates shall be available in single, duplex, triplex, quadplex, or sixplex arrangement in a single gang configuration
- 2. Faceplates shall be available in eightplex arrangement in a dual gangbox configuration.
Surface mount boxes shall be available in single, dual, quad, sixplex and twelveplex configuration.

All required surface-mount facilities must be ivory color, suitable for both communications cabling and electrical cabling and LEVITO certifiable.

B. Outlets for Voice and Data:

Communications outlets shall consist of one, two or three gang utility outlet boxes & plates equipped with 8-pin modular (RJ-45) jacks utilizing T568-B wiring. RJ-45 jacks for data cable shall be orange. RJ-45 analog jacks shall be yellow. All outlet cabling shall terminate on termination blocks at their associated TC.

C. Outlet Locations

Unless otherwise noted on the floor plans or within this document, all data wall outlets for 10 GIG copper cable shall be:

1. 8-position/ 8-conductor modular outlets
2. Insulation displacement
3. Support Universal applications in a multivendor environment accepting modular RJ-45 plugs.
4. Provided with blank module inserts for all unused module locations. Jack module arrangement is shown on the drawings. Provide color coded inserts at each outlet, termination block and at patch panels as shown on the drawings.

D. 10 GIG CABLE MEDIA

1. 4-Pair Cable Unshielded Twisted Pair - CMP 10 GIG

Physical specifications: 4 twisted pair, solid copper conductors, 100 Ohm, nominal impedance +/-15%. Electrical characteristics: Superior to the individual characteristics established in EIA/TIA 568-B.2-10 for 10 GIG cable performance.

Cable construction: round cable, individually insulated conductor under a common plenum rated sheath with Color Tip technology.

- a. Manufacturer: Superior Essex
- b. Type: Yellow plenum for data Or Approved Equivalent

2. Multi-Pair Copper UTP Cable - CMP

Physical Specifications: 24 AWG, solid copper conductors, 100 Ohm nominal impedance +/-1-15%. Electrical characteristics: Superior to the individual characteristics established in EIA/TIA 568-B.2 for category 3 cable performance.

Cable Construction: individually insulated conductors, grouped in 25 pair units under a common plenum rated sheath.

- a. Manufacturer: Superior Essex
- b. Type: 18-499-46 white Or Approved Equivalent

3. Optical Fiber Cable - CMP 12, 24 & 48 strand

Multi-mode laser optimized 62.5 micron/125 micron. Performance Characteristics for multi-mode: Fiber attenuation shall not exceed 3.5dB/km @850nm wavelength or 1.5dB/km @1300nm. Minimum bandwidth shall be 2000mhz @850nm and 500mhz @ 1300nm. 10 Gigabit Ethernet distance guarantee 300 meters @ 850 nm and 300 meters @ 1300 nm.

Cable Construction: tight buffered, individually insulated conductors reinforced with a fibrous type strength member under a common plenum rated sheath, with no metallic components.

- a. Manufacturer: Superior Essex Or Approved Equivalent

Single-mode 8.3 micron/ 25 micron. Performance Characteristics for single-mode: Fiber attenuation shall not exceed 1.0dB/K @1310 nm wavelength or .75dB/KM @1550nm. Gigabit Ethernet

distance guarantee 5,000 meters @ 13100 nm and 5,000 meters 1550 nm. E band capable with reduced water peak.
Cable Construction: tight buffered, individually insulate conductors, reinforced with a fibrous type strength member under a common plenum rated sheath, with no metallic components.

b. Manufacturer: Superior Essex Type: 440123101 Or Approve Equivalent

4. 8 position 8 conductor modular to 8 position 8 conductor modular 1 GIG UTP Patch Cords

Physical Specifications: 4-pair cable, with male 8-pin modular plug with insert-molded strain relief on both ends. Performance Characteristics: Superior to the individual characteristic established in EIA/TIA 568-B.2-100 for 10 GIG, cable performance.

a. Manufacturer: Leviton or approved equivalent

b. Leviton 6210G-*W

5. SC to LC Laser Optimized 62.5 micron Multi-mode patch cords

Physical Specifications: Duplex multi-mode optical fiber cable patch cords, terminated with SC connectors on both ends.

Performance Characteristics: Superior to the individual characteristics established in TIA /EIA 568-B.3 optical fiber cable performance for laser optimized fiber. Equal to or greater than the performance characteristics of cables specified under this work.

a. Manufacturer: Leviton or approved equivalent

6. SC to SC Single Mode Patch Cords

Physical Specifications: Duplex single-mode optical fiber cable patch cords, terminated with SC connectors on both ends.

Performance Characteristics: Superior to the individual characteristics established in TIA /EIA 568-B.3 optical fiber cable performance. Equal to or greater than the performance characteristics of cables specified under this work.

a. Manufacturer: Leviton or approved equivalent

b. Type: FJ-AF002JJ-001 = (SC to SC 1 Meter)

FJ-AF002JJ-001 = (SC to SC 2 Meter)

FJ-AF002JJ-001 = (SC to SC 3 Meter)

E. TERMINATION HARDWARE

1. 8-Pin modular Patch Panel 10 GIG

19-inch rack mounted modular patch panel, suitable to terminate 24 or 48 AWG 10 GIG UTP 4-pair cables. Complies with EIA/TIA-568B.2-10 1 GIG performance. Terminate using T568-B pin out. Complete with wire management bars and designation strips

- a. Manufacturer: Leviton or approved equivalent

2. Optical Fiber Rack Mounted Patch Panel

19-inch rack mounted patch panel with quick release hinged front door hinged rear door, and front facing label panel. Complete with S coupler panels and couplers for both multi-mode and single mode connectors and cable strain-relief bracket.

- a. Manufacturer: Leviton or approved equivalent
- b. Type: 5R460-00N (up to 6 coupler panels)

3. Optical Fiber Coupler Panels

19-inch rack mounted patch panel with quick release hinged front door hinged rear door, and front facing label panel. Complete with S coupler panels and couplers for both laser optimized multi-mode and single mode connectors and cable strain-relief bracket.

- a. Manufacturer: Leviton or approved equivalent
- b. Type: 5F100-6AC (up to 12 fiber for Laser Optimize fiber) 5F100-6ZC (up to 12 fiber for single mode)

4. Connectors/Outlets

Non-keyed 8-pin modular connectors flat front, suitable to terminate UTP 4-pair 10 GIG cables. Complies with EIA/TIA -568B.2-10 10 G performance. Outlet wired with standards compliant T568-B pin out. Suitable to be mounted in corresponding faceplate, mounting plate or surface mount box. (Coordinate color with architect).

- a. Manufacturer: Leviton or approved equivalent
- b. Type: 61110G-RO6

5. Outlet Faceplates

Outlet faceplate suitable to be installed over a standard NEMA electrical junction box, capable of mounting approved flat 8-pin modular connectors and coaxial connectors.

- a. Manufacturer: Leviton or approved equivalent
- b. Type: Specify (use Decora, Acenti or standard faceplate with or w/o design-windows for labeling. Coordinate with owner/engineer.

Outlet frames 106 style capable of mounting approved flat front 8-pin modular connectors and coaxial connectors. Installed within a floor box over a standard NEMA electrical junction box, finished with standard electrical outlet faceplate.

- a. Manufacturer: Leviton or approved equivalent
- b. Type: Specify (use Decora, Acenti or standard faceplate with or w/o design-windows for labeling. Coordinate with owner/engineer.

Outlet box suitable to be surface mounted, capable of mounting approved 8-pin modular connectors and coaxial connectors.

- a. Manufacturer: Leviton or approved equivalent
- b. Type: Specify (use Decora, Acenti or standard faceplate with or without design windows for labeling. Coordinate with owner/engineer.

6. Optical Fiber Connectors

Multi-mode SC epoxy connector, zirconia, with strain relief boot, low insertion loss, suitable for use with specified and supplied optical fiber cables. Typical insertion loss no greater than 0.25 dB per connector.

- a. Manufacturer: Leviton or approved equivalent
- b. Type: 49990-MS

Single-mode SC connectors, zirconia, with strain relief boot, low insertion loss, suitable for use with specified and supplied optical fiber cables. Typical insertion loss no greater than 0.2 dB per connector.

- a. Manufacturer: Leviton or approved equivalent
- b. Type: 49990-SSC

3.03 ADAPTERS

- A. Telecommunication Outlet (TO) Adapters for Voice and Data - Network Adapters are required in response to this RFP, but selected vendor must be able to provide the following Adapters as required (a District expense).

Four pair modular jack continuity adapters shall be available in variety of configurations to support multiple use of cable pairs external to the TELECOMMUNICATION OUTLET (TO), and therefore conforming to the EIA/TIA 568-A specification for maintaining four pair continuity to the 8 pin modular jack in the TELECOMMUNICATION OUTLET (TO).

3.04 SURFACE MOUNTED RACEWAYS (to individual work locations)

Communication outlets that require surface mounting shall be mounted in non-metallic backboxes with surface raceways. Surface raceways may be omitted where access into existing walls is available. Backboxes shall be mounted at power receptacle height. Raceways shall be secured every 16 inches with screws and wall anchors approved by the District. All required surface-mount facilities must be Panduit brand, ivory color, suitable for both communications cabling and electrical cabling and Leviton certifiable.

3.05 STATION CABLE

A. 10 GIG, 4 Pair

1. 10 GIG cables shall conform to the requirements of EIA/TIA 568-Commercial Building Telecommunications Cabling Standard Horizontal Cabling Section, be part of the UL® LAN Certificatio and Follow-up Program, and shall terminate on the 8 pin modula jacks provided at each outlet. Applications standards supporte should include, but should not limited to, IEEE 802.3,100BASE-and 1000BASE-T.
2. All 10 GIG cable shall be UL® Listed and type CMR or CMP, an shall meet or exceed the environmental and electrica specifications listed as follows:

NOTE: All station cables must meet the minimum 10 GIG performanc requirements detailed in section 3.2, paragraph E of this document.

UL® Verified for 10 GIG Electrical Performance
ISO 9001 Certified Manufacturer

3.06 FIBER OPTIC CABLING

Fiber optic cabling shall be provided as the Backbone Media between E (MDF) and TC (IDF) equipment rooms and furnished with a minimum of 1 Strands between the MC and the TC's in the Elementary Schools, and minimum of 24 Strands between the MC and TC's in the High Schools.

All fiber in a cable run shall be from the same manufacturer and shall be the same type. A combination of fiber cables from differen manufacturers may not be used without written permission.

A. Multimode Fiber Specifications:

1. All fiber optic cables within the premises shall use multimode graded-index fibers with 62.5 micron cores only.
2. Fibers must comply with EIA/TIA 492 specifications and IS 1180 standards.
3. Fibers will have dual wavelength capability; transmitting a 850nm and 1300nm ranges.
4. All fibers shall be color coded to facilitate individual fibe identification. Fibers will have D-LUX ® coating or approve equivalent to ensure color retention, minimize microbendin losses and improve handling. The coating shall be mechanicall strippable.

Core	62 .5 $\mu\text{m} \pm 3 \mu\text{m}$
Core Non-Circularity:	<6%
Core/Cladding Concentricity Error:	<3.0 μm
Numerical	0.275 \pm 0.015

Aperture:	
Cladding diameter:	125 μm \pm 1 μm
Cladding Non-Circularity:	<2.0%
Colored Fiber Diameter:	250 μm \pm 15 μm
Buffering Diameter:	890 mm \pm 50 mm
Minimum Tensile Strength:	100,000 psi
Fiber Minimum Bending Radius:	.75 in. (1.91 cm)
Cable Minimum Bending Radius:	
During Installation:	20 times cable diameter
After Installation:	10 times cable diameter
Operating Temp. Range:	32°F to 122°F (0°C to 50°C)
Storage Temp. Range:	-40°F to 149°F (-40°C to 65°C)
Maximum Fiber Loss:	3.4 dB/km at 850nm (typical range 2.8 to 3.4 dB/km) 1.0 dB/km at 1300nm (typical range 0.5 to 1.0 dB/km)
Minimum Bandwidth:	200 MHz at 850nm 500 MHz at 1300nm

3.07 FIBER SPLICING AND CLOSURES

No splicing/closures should be required for this proposal.

3.08 COPPER CABLING

A. Copper Vertical Riser Cables

Shielded or unshielded 24 AWG multi-pair copper cables shall be used as the vertical riser cables. The cable shall support voice and building service applications. The bending radius and pull-in strength requirements of all backbone cables shall be observed during handling and installation. The multi-pair copper cables shall be in non-plenum form and placed in conduit as required.

Non-shielded. The non-shielded non-plenum cable shall consist of 24 AWG solid-copper conductors insulated with color-coded PVC. 25 pair cable shall be UL® Verified to EIA/TIA 568-A for Category 3, 25 to 100 pair shall be conformance tested to meet EIA/TIA 568-A for Category 3 cables. The non-shielded cable shall be available in 25, 50, 75 and 100 pair. The copper cable shall meet or exceed the

following electrical specifications listed below:

Electrical Specifications:

Maximum Resistance	DC	28.6 Ω /1,000 ft (9.4 Ω /100m)
Maximum Resistance Unbalanced	DC	5%
Maximum Capacitance Unbalanced (pair to ground)		1,000 pF/1000 ft. (328 pF/m)
Mutual Capacitance @ 1kHz		18 nF/1000 ft (5.9 nF/100 m), maximum

Attenuation (dB/100 m [328 ft.]):

Frequency	Attenuation (Max.)
1.00 MHz	2.3 dB
4.00 MHz	4.9 dB
10.00 MHz	8.5 dB
16.00 MHz	12 dB

Worst Pair Near-End Crosstalk (NEXT) dB/100 m [328 ft]:

Frequency	Pair-To-Pair NEXT (Max.)
1.0 MHz	13.8 dB
4.0 MHz	11.2 dB
10.0 MHz	10.2 dB
16.0 MHz	9.2 dB

UL® listed for Fire Safety
ISO 9001 Certified Manufacturer

3.09 EQUIPMENT RACKS

If necessary rack space is unavailable, MDFs shall be equipped with minimum of 2 19" X 7' wire management equipment racks. These will be utilized to house the LAN Electronics Components, the Fiber Optic Shelves, and the 10 GIG Patch Panels.

If necessary rack space is unavailable, a minimum of 1 19" X 7' wire management equipment rack will be required to house the LAN Electronics Components, the Fiber Optic Shelves, and the 10 GIG Patch Panels in each IDF.

3.10 VOICE TERMINATIONS IN THE MDF / IDF.

Voice MDF/IDF locations shall be equipped with 110 patch blocks for termination of voice station and host cable pairs. Host cable block shall consist of a minimum 100 pair block, station field blocks shall

be supplied as dictated by cable counts, in standard increments. All 110 blocks shall be securely fastened to the room backboards of equipment racks. Provide all required D-rings or other approved cable guides as required to provide a neat installation. All cables shall terminate in numerical sequence.

3.11 FIBER DISTRIBUTION CENTER (FDC)

The FDC will be installed on the racks provided by the selected vendor. The minimum rack size shall be a standard 19-inch rack with sufficient rack space to allow the FDC to be placed at the top of rack.

A. Fiber Patch Panels - One Unit Combination Shelf.

The District would prefer to utilize a Combination Shelf for all fiber termination within the campuses. The One Unit Combination Shelf is a frame mounted shelf that terminates, provides cross connection interconnection, splicing and fiber identification for up to 24 fibers in equipment racks. The shelf will provide protection from mechanical stress on the cable and fibers and from macro-bending losses.

1. The shelf shall take no more than 1.72 inches (one unit) of vertical space on the rack.
2. The shelf must be mountable in either a 19" or 23" wide rack and have a jumper routing trough.
3. The shelf shall be accessible from the front and rear. The unit shall slide out to allow access from the top.
4. The connector panels will accommodate ST, SC and FC duplex connectors in removable, snap-out panels.
5. The unit must be UL® approved.
6. The manufacturer must be ISO 9001 certified.

B. Fiber Patch Cords

The fiber patch cord shall consist of buffered, graded-index fiber with a 62.5 micron core and a 125 micron cladding for multimode and stepped-index 8.3 micron core with a 125 micron cladding for single mode. The fiber cladding shall be covered by aramid yarn and a jacket of flame-retardant PVC.

C. Multimode Fiber Patch Cord

Specifications:

Mated Connector Loss	$\mu = 0.3 \text{ dB}$, $\sigma = 0.2 \text{ dB}$
Operating temperature	-4° to 158° F (-20 to 70° C)
Cable Retention	50 lb. (220 N) minimum
Connection Repeatability	0.20 dB maximum change per 100 reconnects
Operating temperature	-4° to 158° F (-20 to 70° C)

ISO 9001 Certified Manufacturer

3.12 FIBER OPTIC CONNECTORS**A. Multimode Fiber Optic Connectors.**

The selected vendor must provide a field installable SC multimod connector to terminate fiber optic cables from cable-to-cable, cable to-equipment or equipment-to-equipment, and to make jumpers (i required).

The connector must:

1. be field installable.
2. be capable of mounting on either 0.9 mm buffered fiber or on 3. mm cordage.
3. utilize a PC polishing on the tip to provide high yield durin installation.
4. meet EIA and IEC standards for repeatability.
5. have a locking feature to the coupler and assure non-optica disconnect.

Material and Performance Specifications

Specification	ST® mm	SC mm
Loss (dB)	$\mu = 0.3$ $\sigma = 0.2$	$\mu = 0.3$ $\sigma = 0.2$
Fiber OD	125 μm	125 μm
Cable OD	2.4 / 3.0 mm	3.0 / 0.9 mm
Loss Repeat (per 1,000 reconnects)	<0.2 dB	<0.3 dB
Axial Load, min.	35 lb. (15.9 kg)	35 lb. (P6200A) 2 lb. (P6201A)
Temp. Stability	-40°C to 85°C	-40°C to 75°C
Tip Material	Ceramic	Ceramic
Cap Material	Zamak #5	N/A
Body Material	Zamak #5	Polysulfone

3.13 UNSPECIFIED EQUIPMENT AND MATERIAL

Any item of equipment or material not specifically addressed in thi document and required to provide a complete and functional PD installation shall be provided in a level of quality consistent wit other specified items.

3.14 GROUNDING SYSTEM AND CONDUCTORS

The SCS vendor shall provide a #6 AWG stranded copper wire cabl between ground bars located at each IDF and the building main servic ground point. This ground conductor shall be utilized for equipment termination, equipment rack and computer equipment grounding.

A. Bonding and Grounding

Communication bonding and grounding shall be in accordance with the NEC® and NFPA. Horizontal cables shall be grounded in compliance with ANSI/NFPA 70 and local requirements and practices. Horizontal equipment includes cross connect frames, patch panels and racks active telecommunication equipment and test apparatus and equipment

B. Telecommunications Bonding Backbone

When required by local code, provide a Telecommunications Bonding Backbone utilizing a #6-AWG or larger bonding conductor that provide direct bonding between equipment rooms and telecommunications closets. This is part of the grounding and bonding infrastructure (part of the telecommunications pathways and spaces in the building structure), and is independent of equipment or cable. Always provide Telecommunications Bonding Backbone when using non-shielded backbone copper cable.

4.00 EXECUTION

4.01 WORKMANSHIP

Components of the SCS system shall be installed in a neat, workmanlike manner. Wiring color codes shall be strictly observed and terminations shall be uniform throughout the system. Identification markings and systems shall be uniform. TIA/EIA 568-A wiring codes as shown on the drawings shall standardize all SCS wiring.

4.02 GENERAL DESCRIPTION

The wiring system components of Edgewood ISD will comply with all product specifications contained in Section two and will consist of the following:

4.03 SUBSYSTEMS

The structured cabling system shall consist of any or all of the following subsystems:

- Work Area Subsystem
- Horizontal Subsystem
- Administration Subsystem
- Backbone Subsystem
- Equipment Subsystem
- Campus Subsystem

4.04 SUPPORTED SYSTEMS

The structured cabling system shall support analog and digital voice applications, data, local area networks (LAN), video and low voltage devices for building controls and management on a common cabling platform. The systems that shall be supported include, but are not limited to: Data Processing - IBM (3270 Type A, System 36/38 and AS/400), NCR, Hewlett Packard, Honeywell, Prime, Ericsson, Olivetti Wang, UNISYS, DEC, Gandalf; Data Communications -EIA-232-D, RS-422

RS-423, Ethernet, StarLAN, Token Ring, Fiber Distributed Data Interface (FDDI), Twisted Pair-Distributed Data Interface (TPDDI), 15 MB ATM; Voice Applications - AT&T, Matra Communications, Rolm Northern Telecom, Mitel, NEC, ICL, ISDN; Video - Analog Video, Digital Video, Video Conferencing; Building Services - Heating Ventilation and Air-Conditioning, Low Voltage Devices (Equipment Sensors, etc.) Wall Clocks, Security, Energy Monitoring and Control, Lighting, Fire Life Safety, Fire Sensors, Smoke Detection, Motion Detection, Public Address, Modular Wall Systems, Paging Systems.

4.05 WORK AREA SUBSYSTEM

The connection between the information outlet and the static equipment in the work area is provided by the Work Area Subsystem. It consists of cords, adapters, and other transmission electronics.

- A. Contractor shall supply the patch cords that connect terminal device to information outlets.
- B. Contractor shall supply the necessary transmission electronic equipment in order to complete the system successfully.

4.06 HORIZONTAL SUBSYSTEM

The Horizontal Subsystem provides connections from the horizontal cross connect to the information outlets (IOs) in the work areas. It consists of the horizontal transmission media, the associated connecting hardware terminating this media and IOs in the work area. Each floor of a building is served by its own Horizontal Subsystem.

- A. Horizontal Cabling
 - 1. Contractor shall supply horizontal cables to connect each information outlet to the backbone subsystem on the same floor.
 - 2. Unless otherwise noted on the floor plans or within this document, the type of horizontal cables used for each work location shall be 4-pair unshielded twisted pair (UTP).
 - 3. The 4-pair UTP cables shall be run using a star topology form from the administration subsystem (IDF) on each floor to every individual information outlet. All cable routes to be approved by the District prior to installation of the cabling.
 - 4. The length of each individual run of horizontal cable from the administration subsystem (IDF) on each floor to the information outlet shall not exceed 295ft (90 m).
 - 5. Contractor shall observe the bending radius and pulling strength requirements of the 4-pair UTP cable during handling and installation.
 - 6. Each run of cable between the termination block and the information outlet shall be continuous without any joints or splices.
 - 7. In suspended ceiling and raised floor areas where walkway duct cable trays or conduit are not available, the Contractor shall bundle station wiring with plastic cable ties at appropriate

- distances. The cable bundling shall be supported via "J" hook attached to the existing building structure and framework Plenum cable will be used in all appropriate areas.
8. If the interior of walls are not obstructed, the Contractor shall conceal horizontal distribution wiring internally within the walls. If such obstructions exist, Contractor shall secure approval by the District prior to the use of an alternate method.
 9. Every effort will be made to schedule the requirements under this Contract in such a manner so as to complete all above ceiling work prior to ceiling tile installation. In the event Contractor is required to remove ceiling tiles, such Work shall not break or disturb grid and must be coordinated with the General Contractor.
 10. The 4 pair UTP cable shall be Underwriter's Laboratories (UL) listed type MPR, MPP, CMR, or CMP as stated later in this section.
 11. Contractor shall provide the District with detailed cable run diagrams for cable runs within raised floors detailing exact locations of cable for review and approval by the District after coordination with other contractors, architect and general contractor.
 12. Conduit runs installed by the contractor should not exceed 10 feet or contain more than two 90 degree bends without utilizing appropriately sized pull boxes.
 13. Station cables and tie cables installed within ceiling space shall be routed through these spaces at right angles to electrical power circuits.
 14. Each work location will have a minimum of one run of Leviton 1 GIG Horizontal plenum cable, placed in home run fashion from the location to the nearest intermediate telecommunication closet. There shall be no intermediate splices or cross connects in these cables. In locations where Voice and Data Cables are terminated, Cable 1 (cable going to jack position in the faceplate) will be white and designated as the "voice cable, cables 2 (and above) shall be blue, and be designated "data" cables.
 15. Only plenum cable will be used.

B. Work location information outlets

1. There shall be single gang boxes located in each work location
2. Individual work area

Each work area outlet shall have a two or four jack faceplate over single gang box, terminating one to four of the Cat.6 cables from the IDF. These cables shall terminate in 10 GIG jacks, numbered District approved labeling scheme. Color of the faceplates will be ivory jack shall be orange for data and blanks shall be ivory.

4.07 ADMINISTRATION SUBSYSTEM

The Administration Subsystem links all of the subsystems together. It consists of labeling hardware for providing circuit identification and patch cords or jumper wire used for creating circuit connections and

the cross connects. The administration subsystem shall consist of wiring blocks for termination of copper cables or Light Interface Unit interconnection units (LIU) for the termination of optical fibers. All wall field layouts to be approved by the District prior to installation.

- A. Separate termination fields shall be created for voice, data and building service applications.
- B. Termination blocks that require rotation after connection of horizontal/vertical wiring will not be allowed.
- C. Contractor shall supply cross-connect wire, patch cords and fiber patch cords for cross-connection and inter-connection of termination blocks and Light Interface Unit interconnection units.

The type of jumper cables shall depend on EIA/TIA Category 3, 10 GIG applications, or fiber application and the termination block used i.e. a punch panel, a patch panel termination block or an LIU.

E. Intermediate Distribution Frames

There will be multiple intermediate distribution closets (IDF) making up this subsystem. The administration subsystem shall consist of modular patch panel for all 10 GIG data cables and a LIU for all optical fiber cables termination.

F. 10 GIG Data Cross Connects

The data cross-connects shall consist of a 19" rack mounted (rack to be furnished as part of this solicitation) 10 GIG modular patch panel. The data cross connects will be co-located on the rack with the LA Switches. Horizontal and Vertical wire management must be provided by the selected vendor for each equipment rack.

Modular Cords (Data Cross connect) - 10 GIG Modular Cords required to connect LAN Switch Ports to modular jacks on 10 GIG Patch Panel shall be furnished as part of this Request for Proposal.

G. Category 3 Voice Cross Connects

The Category 3 horizontal voice cables shall terminate on a 100 p wall-mounted 110 frame. The voice riser cable shall terminate on an adjacent wall mounted 110 frame.

Cross connect wire - All voice cross connects shall be made with cross connect wire.

H. Optical fiber cross connects

The fiber cables coming from the main telecommunications closet (backbone subsystem) shall terminate in a Leviton Light Interface Unit (LIU), equipped with all necessary panels, clamps, covers, and couplings. The facility should be rack mounted, and have a wire

management trough mounted underneath.

Patch Cords - Optical fiber patch cords required to connect the fiber cable terminated in the termination facility with the LAN Switch shall be furnished as part of this solicitation.

4.08 BACKBONE SUBSYSTEM

- A. The main cable route within a building is called the Rise Backbone Subsystem. It links the main distribution frame (MDF) in the equipment room to intermediate distribution frames (IDFs) and horizontal cross connects in the IDFs. It consists of the backbone transmission media between these locations and the associated connecting hardware terminating this media. It is normally installed in a star topology, with first-level backbone cables beginning at the main cross connect. If needed, second level backbone cables begin at intermediate cross connects.
- B. The backbone subsystem shall include vertical runs (riser) of in-building cable between floors of a multi-story building. All cable routes to be approved by Edgewood ISD prior to installation.
- C. All fibers will be run in innerduct and terminated in the IDF with SC type connectors in rack mounted Light Interface Unit Distribution Shelves equipped with sufficient panels, coupler and jumper storage shelves to terminate and secure all fibers.
- D. Adequate riser sleeve/slot space is available and/or re-entrantable in all IDFs such that no drilling of additional sleeves is necessary.
- E. Contractor shall run the riser cables (if required) in a star topology, terminated in the equipment room at one end and in the administration subsystem at the other end.
- F. Riser and tie cables shall be extended between IDFs utilizing the interfloor conduit sleeves.
- G. Riser cable shall support voice and data applications. Contractor shall observe the bending radius and pulling strength requirements of all backbone cables during handling and installation.
- H. Fiber backbone

The backbone subsystem shall consist of multiple (12 or 2 strand) fiber optic cables connecting the main distribution frame (MDF) to intermediate distribution frames (IDFs). Backbone fiber optic cables must be terminated in the MDF and IDF as specified in this document.

The fiber cable shall be plenum rated, multimode cable.

- I. Copper Backbone (voice)

The voice backbone will consist of a minimum 25 Pair Plenum cable run from the MDF, terminating at each IDF. The voice backbone must be able to support existing locations plus 50 growth.

4.09 EQUIPMENT ROOM SUBSYSTEM

The Equipment Subsystem consists of shared (common) electronic communications equipment in the MDF or IDF and the transmission media required to terminate this equipment on distribution hardware.

- A. Contractor shall connect the trunk cross-connect and the distribution cross-connect to the common equipment such as PABX or host computer in the equipment room.
- B. Contractor shall supply lightning protectors and wires used to ground the equipment.
- C. Campus Fiber cross connect (data)

The fiber cables coming from the IDF shall terminate in Light Interface Unit termination facilities, equipped with all necessary panels, clamps and couplings. The facility should be rack mounted. A fiber jumper trough shall be mounted beneath each panel.

Patch Cords - Optical fiber patch cords required to connect the fiber cable terminated in the termination facility with the LAN Switch equipment shall be furnished as part of this solicitation.

4.10 INSTALLATION

All installation shall be done in conformance with EIA/TIA 568-B standards and Leviton 10 GIG installation guidelines. The Contractor shall ensure that the maximum pulling tensions of the specific distribution cables are not exceeded and cable bends maintain the proper radius during the placement of the facilities. Failure to follow the appropriate guidelines will require the Contractor to provide in a timely fashion the additional material and labor necessary to properly rectify the situation. This shall also apply to any and all damages sustained to the cables by the Contractor during the implementation.

- A. Bonding and Grounding

The Contractor shall be responsible for providing an approved ground at all newly installed distribution frames, and/or insuring proper bonding to any existing facilities. The Contractor shall also be responsible for ensuring ground continuity by properly bonding all appropriate cabling closures, cabinets, service boxes, and framework. All ground shall consist of #6 AWG copper wire and shall be supplied from

an approved building ground and bonded to the main electrical ground. Grounding must be in accordance with the NEC, NFPA and all local codes and practices.

B. Power Separation

The Contractor shall not place any distribution cable alongside power lines, or share the same conduit, channel or sleeve with electrical apparatus.

C. Miscellaneous Equipment

The Contractor shall provide any necessary screws, anchors, clamps, tie wraps, distribution rings, wire molding (MC/MDF TC/IDF locations), miscellaneous grounding and support hardware etc., necessary to facilitate the installation of the System.

D. Special Equipment and Tools

It shall be the responsibility of the Contractor to furnish any special installation equipment or tools necessary to properly complete the System. This may include, but is not limited to tools for terminating cables, testing and splicing equipment for copper/fiber cables, communication devices, jack stands for cable reels, or cable wrenches.

E. Labeling

The Contractor shall be responsible for printed labels for all cables and cords, distribution frames, and outlet locations according to Edgewood ISD specifications i.e., 101-11A01, at the time of delivery. No labels are to be written by hand.

F. Cable Storage

The Contractor shall not roll or store cable reels without an appropriate underlay and the prior approval of Edgewood ISD.

G. Cable Records

The Contractor shall maintain conductor polarity (tip and ring) identification at the main equipment room (switch room) risers, and station connecting blocks in accordance with industry practices, but only in locations authorized by Edgewood ISD.

4.11 ENGINEERING

A. Planning meetings and schedule

An initial planning meeting will be held with the successful offeror(s) to clarify all requirements (systems, services, distribution methods, etc.), identify responsibilities, and schedule the events that will transpire during the implementation of this project. Within two (2) weeks of the

initial meeting, the contractor shall provide a written report and project schedule to clearly document events and responsibilities associated with the project. A written plan of action shall specify the responsibilities of the Offeror and those requirements of Edgewood ISD.

B. Drawings and review

In order to address any additions to the project scope, Edgewood ISD reserves the right to task the Contractor with additional engineering requirements, two (2) weeks prior to the commencement of any engineering design activities for additional work beyond the original project scope. This will allow for one (1) week review of the addition by the Contractor, and allow one (1) week for Edgewood ISD to answer any queries pertaining to the Contractor's review. In the accomplishment of such tasking the Contractor shall be obligated to perform an on-site survey with Edgewood ISD, for verification of cable access routes and other matters. The Contractor shall provide separate detailed installation diagrams for network hardware, telecommunications hardware, and structured cabling applicable to any additional tasking described above.

C. Proposed Solution

Upon submission of a proposal, the Contractor shall provide separate detailed installation diagrams for proposed network hardware, telecommunications hardware, and structured cabling as applicable to the project scope at each site. Following contract award, review of the entire design package will be accomplished to ensure final concurrence by Edgewood ISD prior to implementation. If no revisions are required, design documentation shall be formally accepted in writing by Edgewood ISD. Any revisions shall be completed by the contractor within a two-(2) week time period and resubmitted for concurrence by the District.

D. Drawings and diagrams

Upon District final concurrence of the entire engineering package, Contractor shall provide to Edgewood ISD for its records the following products regarding structured cabling:

1. MC/MDF and TC/IDF Diagrams - Includes:
 - a. cable routing
 - b. position of all components and apparatus
 - c. detailed layout of the wall field
 - d. labeling plan.
2. Work Area Floor Plans - Includes:
 - a. detailed cable routes
 - b. approved labeling plan for all work areas.
3. Cross Connect Documentation - Includes:
 - cross connect records for all voice, and data devices.
 - single intelligible report which provides data cross

referencing station ports to IDF patch panel ports to LA equipment ports to router ports for data and station ports to IDF 110 block pins to PBX ports for voice.

4. Riser Distribution Plan
5. Cable Tray, Conduit, and Raceway Plans
6. Campus Distribution Plan (if applicable)
7. Building Control Plans (if applicable)
8. Documentation should be in the following format:
 - a. One (1) printed copy and one soft copy of all diagrams and drawings.
 - b. one (1) copy of all cross connect documentation in printed form

E. As Built Documentation

Upon completion of the project, Contractor is to prepare "As Built" documentation showing actual site conditions and installation as constructed, and provide copies of such documentation as per paragraph 5.5.

F. Engineering Change Requests

Any necessary change to the original design, due to improvement in technology or additional customer requirements, must be properly approved via the process detailed below:

The change must be identified to the District and Contractor in the weekly implementation status meeting for discussion.

Following agreement to proceed with the change, the Contractor will amend all applicable design diagrams, prepare an addendum to the Scope of Work, complete all applicable Engineering Change Request documentation and present the change package to the District for approval.

The District will approve or deny the change request package within two weeks.

All change request documentation will be provided to the District as described in Section 4.11, "Notes", following project completion.

G. Additional Records

In addition to the engineering diagrams, the following items shall be provided by the contractor:
Cable Records and Assignments

NOTE: Upon delivery of As Built documentation, Cable Records, Engineering Change Request documentation and Test Reports, all such information becomes the property of Edgewood ISD. The District retains sole ownership and all rights regarding the distribution of such information.

4.12 DAMAGES

The Contractor will be held responsible for any and all damage to portions of the building caused by it, its employees or subcontractors; including but not limited to:

- A. Damage to any portion of the building caused by the movement of tools, materials or equipment.
- B. Damage to any component of the construction of spaces "turned over" to the Contractor.
- C. Damage to the electrical distribution system and/or other space "turned over" to the Contractor.
- D. Damage to the electrical, mechanical and/or life safety or other systems caused by inappropriate operation or connections made by the Contractor or other actions of Contractor.
- E. Other damage to the materials, tools and/or equipment of Edgewood ISD, its consultants, General Contractor subcontractors, Architect, other contractors, agents and lessees.

4.13 PENETRATIONS OF WALLS FLOORS AND CEILINGS

- A. The Contractor shall make no penetration of floors, walls or ceiling without the prior consent of the District Director of Physical Plant Services.
- B. Where penetrations through acoustical walls or other walls for cableways have been provided for the Contractor and such penetrations shall be sealed by the Contractor in compliance with applicable code requirements and as directed by Edgewood ISD.
- C. Where penetrations through fire-rated walls for cableways have been provided for the Contractor, such penetrations shall be sealed by the Contractor as required by code and as directed by Edgewood ISD. Contractor shall, prior to the commencement of on-site activities, submit to Edgewood ISD for review, detail of any special systems to be used.
- D. The Edgewood Project Manager and the Director of Physical Plant Services will review, and approve all structural penetration prior to the start of any work.

4.14 PROJECT DIRECTION

- A. Contractor Single Point of Contact

Contractor will provide a single point of contact, i.e., Project Manager, to speak for the Contractor and to provide the following functions:

1. Initiate and coordinate tasks with Edgewood ISD and other

- as specified by Edgewood ISD.
2. Provide day-to-day direction and on-site supervision of Contractor personnel:
 3. Ensure conformance with all Contract provisions.

Conduct Quality Assurance inspections periodically and at project completion to ensure Contractor compliance with contract and industry standards.

Complete Final Quality Assurance Report upon project completion and provide to the District.

Conduct Project Management Review (PMR) at each weekly implementation status meeting.

Prepare all PMR documentation to include agendas, minutes, spreadsheets, Gantt charts, etc.

B. District Single Point of Contact

Edgewood ISD has designated points of contact to speak for the District and provide the following functions:

Approve necessary changes to project scope and/or design.

Coordinate work crew access to affected facilities during the project.

Address and approve any changes to the original project schedule.

Receive all project documentation upon project completion.

4.15 TESTING/WARRANTY

A. Copper Cable testing

Testing of all copper wiring shall be performed prior to system cutover. 100 percent of the horizontal and riser wiring pairs shall be tested for opens, shorts, polarity reversals, transposition and presence of AC voltage. Voice and data horizontal wiring pairs shall be tested from the information outlet to the TC. The Category 3 cable runs shall be tested for conformance to the specifications of EIA/TIA 568-A Category 3. The 10 GIG cable runs shall be tested for conformance to the specifications of EIA/TIA 568-A. Testing shall be done with TIA/EIA TSB-67 UL Certified Level 2 test set. Test shall include length, mutual capacitance, characteristic impedance, attenuation, and near-end and far end crosstalk. Any pairs not meeting the requirements of the standard shall be brought into compliance by the contractor, at no charge to the District. Complete, end to end test results must be submitted to Edgewood ISD.

B. Optical Fiber Cable Testing

All fiber testing shall be performed on all fibers in the completed end to end system. There shall be no splices unless clearly defined in Section 3 of this RFP. Testing shall consist of a bi-directional end to end OTDR trace performed per EIA/TIA 455-61 or a bi-directional end to end power meter test performed per EIA/TIA 455-53A. The system loss measurements shall be provided at 850 and 1310 nanometers for multimode fibers and 1310 and 1550 for single mode fibers.

1. Preinstallation cable testing

The Contractor shall test all Fiber Optic cable prior to the installation of the cable. The Contractor shall assume all liability for the replacement of the cable should it be found defective at a later date.

2. Loss Budget

Fiber links shall have a maximum loss of:

a. $(\text{allowable cable loss per km})(\text{km of fiber in link}) + (.4\text{dB})(\text{number of connectors}) = \text{maximum allowable loss}$

(i) a mated connector to connector interface is defined as a single connector for the purpose of this RFP

(ii) loss numbers for the installed link shall be calculated by taking the sum of the bi-directional measurements and dividing that sum by two.

3. Any link not meeting the requirements of the standard shall be brought into compliance by the contractor, at no charge to the District.

4. Documentation shall be provided in both hard copy and 3 1/2 inch diskette to the point of contact.

C. Manufacturer Warranty

The Contractor must furnish a manufacturer's "Channel Link performance warranty of all TIA/EIA 568-B.2-10 10 GI workstation cables, multi-pair cables and optical fiber cable for a minimum period of Lifetime, from the date of acceptance of the work. The Channel Link Performance Warranty shall be issued and signed by the component manufacturer and shall list Edgewood ISD as the holder of the warranty. The Channel Link Performance Warranty shall cover the testing and replacement of the labor and material for all "Channel Link" components. The 10 GI structured cable system shall be a complete certified system as offered by a single manufacturer. The system and all components shall be performance matched, be backward compatible with legacy UTP systems, approved for use with a single manufacturer and guaranteed by the manufacturer - both components and installed systems. The cable must be approved for use with the manufacturer's system.

D. Additional Warranty

Contractor shall state any additional Contractor supplied warranty.

4.16 COMPLETION OF WORK

At the completion of the System, the Contractor shall restore to its former condition, all aspects of the project site and on a daily basis, shall remove all waste and excess materials, rubbish, debris, tools and equipment resulting from or used in the services provided under this Contract. All clean up, restoration, and removal noted above will be by the Contractor and at no cost to the District. If the Contractor fails in its duties under this paragraph, Edgewood ISD may upon notice to the Contractor perform the necessary clean up and deduct the cost thereof from any amounts due or to become due to the Contractor. It shall be the Contractor's responsibility to remove trash from the areas it is working in and bring trash and debris to their designated dumpster location.

Following successful completion of all tasking involved in this project, activities listed below will be accomplished and documented prior to Final System Acceptance by the District:

Hard and soft copies of all project documentation will be delivered to the District as described in Section 4.11 of this document.

Quality Assurance Reports, including reconciliation of Final Punch List, will be delivered to the Edgewood ISD. A System Acceptance Certificate, endorsed by the Contractor's Project Manager, will be delivered to the District for endorsement.

Note: Upon successful Contractor completion of all requirements contained in this document, the District will endorse an official System Acceptance Certificate within two weeks of receipt.

5.00 EISD SPECIFIED PROGRAM MANAGEMENT REQUIREMENTS

5.01 PROGRAM MANAGEMENT

A. The Contractor will provide an acceptable Project Management report to the Edgewood Configuration Management and Control Board (ECM&CB) with updated Master Schedule charts, timelines, resources, and material components/inventories to include slippages, programmed delays, manpower issues, installation deficiencies, and other items pertinent to the project that may be determined to be required by the Edgewood Configuration Management & Control Board.

B. The Contractor will meet with the ECM&CB and brief Work In

Progress, Slippages, Problem Areas, General Concerns, Quality Assurance Deficiencies, and Other Issues pertaining to the project on a weekly basis.

- C. The Contractor will provide soft and hard copies of all drawings of the work to be accomplished to the ECM&CB. Additionally, the Contractor will make available drawings to sub-contractors that are signed by ECM&CB representatives. One copy of a drawing will be posted in a central location at each facility to ensure that the campus and administrative occupants can see where work will be done. This drawing may be posted in the MDF at each location.
- D. The ECM&CB will provide the Contractor desk and workspace when needed.

5.02 QUALITY ASSURANCE

- A. Acceptable Contractors for the installation of the equipment within proposed code and specifications must have personnel with the experience, training, and skill to install a complete and working system. The Contractor must provide references on similar projects.
- B. The Contractor personnel proposed to install any equipment proposed under the specification must have demonstrable experience and training and certification on the specific materials and equipment to be provided. The Lead Technician must be fully certified to ensure team quality work and assure that all codes, standards, and specifications are followed.
- C. During the installation of the systems specified, Edgewood ISD and/or their Technical Representatives will conduct periodic inspections to verify cable and equipment installation is proceeding according to the letter and intent of this specification. The Contractor will provide and designate a Quality Assurance Inspector, in writing by letter, who will conduct periodic inspections to verify cable and equipment installation is correct and that all codes, standards, and specifications are followed according to the letter of intent of this specification. The Contractor's QA Inspector will conduct inspections and document findings. The Contractor's QA Inspector will also accompany the Edgewood ISD Technical Representatives and/or Quality Assurance/Quality Control Inspectors on their periodic inspections and report deficiencies to the Contractor and the Edgewood Configuration Management Control Board.
- D. The Contractor will describe deficiencies; document the deficiencies, the fixes, and the dates the fixes will be completed. The Contractor will formally submit this list to the ECM&CB with a plan to correct each item. The list will be copied and provided to the Edgewood Configuration Management Control Board and QA/QC Inspector.

- E. All deficiencies will be cleared by the Edgewood Configuration Management & Control Board before acceptance of the project.

5.03 TEST PLAN

- A. The Contractor will prepare an acceptable Test Plan for use by Edgewood ISD to evaluate the installation and equipment installed supporting the system to ensure that all work requested and proposed has been accomplished and is working in accordance with the Scope of Work or Statement of Work, and all codes, standards, and specifications. The Contractor will include test equipment, methods, and criteria in the Test plan which will be in compliance with performance specifications determined by the manufacturer and recognized standards committees. The Test Plan will spell out all aspects of the Testing And Acceptance Procedures and will be presented to the ECM&CB for review, changes, additions, and approval.
- B. The test team will prepare a list of deficiencies. The Contractor will formally submit this list to the ECM&CB with a plan to correct each item. This list will be signed by all parties and must be cleared by the ECM&CB before acceptance of the project.

5.04 TESTING AND ACCEPTANCE

- A. The Contractor will provide all tools and test equipment for testing. Test equipment will be maintained in an accurate calibration and will display the dates of the last calibration and next scheduled calibration, when required.
- B. Interim testing of the cabling system and after installation is encouraged to ensure that the testing and acceptance criteria specified in the test plan are met.
- C. Test results shall be documented and delivered to the ECM&CB upon completion of the testing. Results shall be organized by Campus or Administration Complex and shall be bound in a loose leaf binder. Test results shall describe the item tested, measured performance, and any remedy that may have been necessary to correct a fail test. All test results shall include graphics when applicable, the date and time of testing, the name of technicians performing the actual tests, and name and signature of the reviewing project manager. Two hard copies and one soft copy will be required from the Contractor. One hard copy shall remain on site for immediate access by inspectors of EISD Representatives.
- D. The ECM&CB and the EISD Systems Engineer or Quality Assurance/Quality Control Inspectors reserve the right to observe or confirm by any means any or all of the testing being performed without notice.

- E. Upon installation of all elements of the complete and working cable systems, the Contractor shall verify that all required activities, punch lists, QA deficiencies, and reported problems by Campus or Administrative personnel have been performed in a final joint walk-through with the EISD Representatives prior to System Acceptance.
- F. The Contractor will provide completed hard and soft copies of drawings of all work accomplished during the installation.
- G. A formal Acceptance Document will be prepared and signed by EISD Representatives and acceptance shall only occur upon the written notification to the Contractor from Edgewood ISD.

5.05 EDGEWOOD CONFIGURATION MANAGEMENT & CONTROL BOARD

- A. The Edgewood Configuration Management & Control Board will provide guidance and oversight to the Contractor on any areas that require clarity. All reports and deliverables will be submitted to this body for review and acceptance. No changes to the plan will be made without the review and approval by the ECM&CB.
- B. Engineering Change Requests/Engineering Change Proposal will be made by the Contractor or on occasion Edgewood Representative for review and approval by the ECM&CB. No changes to the plan will be made by any party unless formally approved by this body.
- C. The ECM&CB will observe, inspect, and review all work performed by the Contractor and Sub Contractors for Quality Assurance. The Contractor will formally respond to all findings and present them to the ECM&CB at the appropriate periodic meetings.
- D. The ECM&CB will meet normally once a week to ensure that the Contractor and others may address the conduct of the work and the plan.
- E. The ECM&CB will coordinate on the Test Plan and participate in all tests, as required, for the acceptance process.

6.00 SECTION C - CONTRACT CLAUSES

6.01 TYPE AND TERM OF CONTRACT

A Firm-Fixed-Price quotation is requested for services required to fulfill the requirements specified herein. Any agreement resulting from this solicitation will be a Firm-Fixed-Price award. The contract period is expected to run through June 30, 2009 or later if multi-year contract is accepted.

In the event of new campus construction delays, the Edgewood ISD will adjust the time-frame within those allowed by the SLD (USAC) guidelines.

6.02 OFFER VALIDITY PERIOD

In compliance with the foregoing, the offeror agrees that an quotation submitted in response to this RFP shall remain valid for 90 day from the receipt date of the SLD approval letter.

6.03 CONTRACTOR TO PACKAGE GOODS

Contractor will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Contractor's name and address; (b) Consignees name, address and purchase order; (c) Container number and total number of containers e.g. box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Contractor shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and applicable specifications. The District's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

6.04 PAYMENT OF INVOICES.

6.04.01 The parties recognize and acknowledge that District is a political subdivision of the State of Texas and, as such, follows the requirements of Chapter 2251 of the Texas Government Code for the payment of invoices and as referred to in District's Board Policy CHF (Legal). All payments to Contractor shall be for services rendered and/or deliverables received, unless otherwise specifically provided herein under "Special Terms and Conditions."

6.04.02 Invoices, at a minimum, shall reflect and/or comply with the following for each level of service billed:

- (a) Contract Number, FRN Number, and Purchase Order Number;
- (b) Invoice shall be itemized and transportation charges if allowed by the Contract, shall be listed separately;
- (c) Taxes must be shown separately on the invoice. Do not include federal or state taxes.
- (d) Invoices shall be submitted as follows:

Edgewood Independent School District
5358 W. Commerce St.
San Antonio, TX 78237
Attention: Accounts Payable

With a copy of the invoice made to the attention of:
Purchasing Department
Edgewood Independent School District

6.05 Availability of Funds. Funds are not presently available for performance under this Contract beyond the current year's District budget ("Budget Year"). The District's performance of this Contract beyond the Budget Year is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the District for any payment may arise for performance under this Contract beyond the Budget Year stated herein until funds are made available to District for performance and until Contractor receives notice of availability, to be confirmed in writing by District.

6.06 Disputes. In the event of any dispute concerning a question of law or fact, or both, arising under the Contract, which the parties are unable to resolve by mutual agreement, either party may pursue any right or remedy which it may have at law or in equity in a court of competent jurisdiction in Bexar County, Texas. There shall be no interruption in the prosecution of the work, and Contractor shall proceed diligently with the performance of this Contract pending final resolution of any dispute, claim or final litigation arising under or related to this Contract between the parties hereto.

6.07 Governing Law. This Contract shall be governed by and interpreted or construed in accordance with the laws of the State of Texas, and shall be subject to the exclusive jurisdiction of the courts therein. Venue for any court action brought by either party under this Contract shall remain exclusively in Bexar County, Texas.

6.08 Publicity. Contractor shall not use in advertising or publicity or other public disclosure the District's name for purposes of listing District as Contractor's client without the express written permission of District.

6.09 Conflicts of Interest. Neither party shall pay any commission or fees, or grant any rebates to any employee or officer of the other party under this Contract, without the other party's prior written approval.

6.10 Compliance with Equal Employment Opportunity Regulations. Contractor shall not discriminate in the performance of this Contract based on race, color, religion, sex, or national origin, unless the characteristic is a bona fide occupational qualification for performance under it.

6.11 Sexual Harassment. All employees, agents, and personnel of Contractor having access to the District's premises shall fully comply with the policy of the District to provide a work environment free from all forms of sexual harassment.

6.12 Copyrights and Patents. In the event Contractor develops materials or products resulting in a copyright or patent related to the performance of this Contract, the interest in copyright shall vest in the District, unless otherwise agreed to in writing by the parties.

- 6.13. Notices.** All notices or other communications required or permitted to be made or given hereunder by one party to the other party shall be in writing and shall be deemed to have been given whether hand-delivered with signed receipt of the party being notified or when sent by certified mail, regardless of whether or not received on the third (3rd) business day of the party being notified after deposit in the United States mail, postage prepaid, with return receipt requested, and, in all cases, properly addressed to such other party as set forth below or at such other address as may be specified by either party hereto by written notice sent or delivered in accordance with the terms hereof:

*District: Purchasing Department
5358 W. Commerce St.
San Antonio, TX 78237*

Contractor: _____

- 6.14 Security and Acceptable Use.** Contractor agrees that it and its personnel, while on District premises, shall fully comply with the security regulations in effect at such facility, and shall fully comply with all restrictions and regulations relating to any data system utilized at such facility. Failure of Contractor to comply with District's security regulations and/or acceptable use policies shall be a cause for immediate termination of this Contract and shall be in addition to District's termination options under Paragraph 4 of this Contract

- 6.15 Severability.** If any term, provision, covenant, or condition of this Contract is held by a court or regulatory body of competent jurisdiction to be invalid, void, or unenforceable, the rest of the Contract shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

- 6.16 Retention of and Access to Records.** Contractor shall retain all books, documents, papers, and records that are directly pertinent to the Contract. Contractor shall make said materials available for audit, examination, excerpt, and transcription to the District sub-grantee or grantee of funds, or their authorized representatives for a period of at least five (5) years following termination of the Contract.

- 6.17 Reimbursable Travel Expenses.** All categories of expenses to be reimbursed under this Contract shall have the written approval of the Superintendent or designee prior to their incurrence, except as may be previously authorized on the District's approved expense schedule. Contractor shall invoice District for authorized reimbursable travel expenses at no more than actual costs incurred as a result of performance under this Contract ("Reimbursable Travel Expenses"), subject to the following:

- (a) Air Travel - All air travel shall be reimbursed at the coach rate.
- (b) Ground Transportation - Approved personal car usage shall only be reimbursed at the rate specified in the Contract or the District's approved expense schedule, whichever is lower; rental car reimbursement shall be at compact rates; and taxi usage shall be itemized, shall not include tips or other gratuity and shall be reimbursed as appropriate. In no event shall the amount reimbursed for ground transportation exceed the combined cost of alternative air travel and rental car. Tolls and parking fees shall be reimbursed at cost.
- (c) Reasonable lodging and meals shall be reimbursed at actual costs or at the District's approved expense schedule rate for meals, whichever is lower.
- (d) Reimbursable Travel Expenses shall not include expenses for administrative support, office overhead, office supplies, copying, printing, facsimile transmission, secretarial or clerical support, or expenses over \$25.00 unless supported by receipts.

EDGEWOOD INDEPENDENT SCHOOL DISTRICT

GENERAL CODE OF ETHICS

Individuals volunteering for or employed by the Edgewood Independent School District and individuals or companies who are independent contractors doing work for the District must accept the responsibility to do what is best for fulfilling the interests of those they serve, namely, the School District and its students and staff, residents and taxpayers. All such individuals including members of the Board of Trustees, other volunteers, District employees, contractors and all other individuals directly associated with the District, must maintain high standards of conduct in order to efficiently and effectively discharge their responsibilities to the District. In this regard, the Board of Trustees has adopted this General Code of Ethics to supplement applicable city, state and federal law and/or regulations and Board policy and/or procedures.

This General Code of Ethics shall apply to all individuals associated directly with the Edgewood Independent School District, whether the persons be members of the Board of Trustees, other volunteers, committee members, employees, independent contractors or anyone else providing service to the District. By voluntarily serving the District or being employed or working for the District in any legal capacity, all individuals and companies shall thereby assume an obligation of self-

discipline, not less than that required by law, this Code, Board policies and/or District regulations.

The Standards of Conduct set forth in this General Code of Ethics provide and formalize basic standards and protocols in both internal and external matters of the Edgewood Independent School District. All individuals and companies covered by this General Code of Ethics shall recognize the following:

- That they assume responsibility for adhering to the Standards of Conduct hereinafter expressed, as well as applicable city, state and federal laws and/or regulations, applicable Board policies and/or procedures, and all professional standards for the related fields of conduct applicable to the services being performed.
- That the Standards of Conduct hereinafter written cannot provide guidance for every possible activity and that, therefore, individuals shall be expected to use good judgment, exercised in good faith, in all endeavors with the District.
- That action or omission that violates the Standards of Conduct hereinafter written shall be subject to disciplinary action including, but not limited to, sanctions, termination of employment and/or termination of contracts.

The Standards of Conduct as listed below shall immediately apply to all individuals and companies who have a direct association with the Edgewood Independent School District and its officers and/or employees.

6.18 Standards of Conduct:

Individuals and companies shall uphold the mission of the Edgewood Independent School District by adhering to the following Standards of Conduct while performing their duties and responsibilities and meeting their obligations to the District:

- A. Ensure that all city, state and/or federal laws and/or regulations applicable to them are followed.
- B. Adhere to applicable EISD policies and/or procedures and the applicable standards for the related fields of professional conduct attributed to them.
- C. Avoid actions that, if carried out, would jeopardize the ability of others to comply with city, state and/or federal laws and/or regulations and/or EISD policies and/or procedures applicable to the other person.
- D. Effectively, efficiently, and economically transact EISD business including, but not limited to, making good faith efforts to safeguard EISD assets from waste, abuse, theft, or other physical loss.
- E. Exhibit a desire to serve the public by being service-oriented and displaying a helpful, kind, patient, and tolerant demeanor.

- F. Practice fair and nondiscriminatory treatment toward others and especially to those who are being served.
- G. Follow EISD administrative Line and Staff reporting procedures and reveal all material facts known to them when reporting on the result of their work, which, if not revealed, could either conceal unlawful or improper practices or results or prevent informed decisions from being made by the persons required to make recommendations and/or decisions.
- H. Exercise objectivity and diligence in their service and continually strive for improvement in their proficiency and in the effectiveness and quality of their service.
- I. Exercise honesty, integrity, and good judgment in all matters pertaining to the activities of EISD, its Board of Trustees and/or its individual members, EISD employees and/or volunteers. In this regard
- They shall not knowingly participate in acts or activities that (i) are illegal, improper or, using a reasonable and prudent person test, have the appearance of impropriety;
 - (ii) are discreditable to themselves or EISD; or
 - (iii) are detrimental to the welfare of EISD;
 - They shall abide by the applicable code of conduct related to business transactions by avoiding or disclosing any activity that is or is generally acknowledged to be in conflict with the interests of EISD or that prejudice their ability to carry out objectively their service to EISD.
 - They shall not solicit, offer, bestow, or promise to bestow anything of value for or on any EISD Officer or employee for the purpose of influencing a recommendation, action, decision, determination or vote on any EISD matter and/or that, using a reasonable and prudent person test, has the appearance of influencing the same or creating any ethical and/or legal impropriety; and they shall immediately report to the Board of Trustees or, if appropriate, the Superintendent, any such solicitation, offer, bestowal or promised bestowal of the same
 - They shall provide written notification to the Board of Trustees or, if appropriate, the Superintendent, of any transaction that involves: (i) anything of value given to, given on behalf of, or given in honor of any person who is or who becomes a Board member within six (6) months of entering into a contract with EISD and through the conclusion of the contract services to the District; and/or (ii) any such thing of value given to, given on behalf of, or given in honor of any person who is related to the Board member by blood within the third degree or by marriage within the second degree, within six (6) months of entering into a contract with EISD and through the conclusion of the contract services to the District.

- Within the last six (6) months through the conclusion of their services to the District, they shall provide written notification to the Board of Trustees of any gift, reward or stipend, or any other thing of value, given to or on behalf of or in honor of any member of the Board and/or to any person who is related to any member of the Board by blood (consanguinity within the third degree, or by marriage (affinity) within the second degree.

6.19 DELIVERY TERMS AND TRANSPORTATION CHARGES

F.O.B. Destination, UNLOADED, unless delivery terms are specified otherwise in bid. The District cannot and will not accept tail-gate deliveries, unless specified otherwise in the contract or on the order document. All deliveries, unless specified otherwise in the contract or order document, will be made to:

Receiving Department
4131 Eldridge Street
San Antonio, TX 78237
Telephone: (210-444-7974)

Delivery is to be made between the hours of 8:30 am to 3:00 pm, Monday through Friday, except on school holidays. If a delivery is to be made to a location other than the Receiving Department, the delivery shall be made and articles shall be placed inside the school building or district facility in the room or rooms designated, at no additional charge. Contractor is required to call the Department specified on Purchase Order, twenty-four (24) hours prior to delivery.

6.20 SPECIAL TOOLS & TEST EQUIPMENT

If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the District and to the extent feasible shall be identified by the Contractor as such.

6.21 WARRANTY-PRICE

a. The price to be paid by the District shall be the price contained in the Contractor's bid which the Contractor warrants to be no higher than Contractor's current prices on orders by others for products of the kind and specification covered by this contract for similar quantities under similar or like conditions and methods of purchase. In the event Contractor breaches this warranty, the price of the items shall be reduced to the Contractor's current prices on orders by others, or in the alternative, the District may cancel this contract without liability to District for breach at Contractor's actual expense.

b. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach of

violation of this warranty the District shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

6.22 WARRANTY-PRODUCT

Contractor shall not limit or exclude any implied warranties and an attempt to do so shall render this contract voidable at the option of the District. Contractor warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation, and to the sample(s) furnished by Contractor, if any. In the event of a conflict between the specifications, drawings and descriptions, the drawings and descriptions shall govern.

6.23 SAFETY WARRANTY

Contractor warrants that the product sold to the District shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the District may return the product for correction or replacement at the Contractor's expense. In the event the Contractor fails to make the appropriate correction within reasonable time, correction made by the District will be at the Contractor's expense. Additionally, no asbestos in any form may be used in the manufacture or processing of any product purchased by the District. If any product called for by name in this specification should contain any asbestos material, the contractor must notify the purchasing agent immediately for the name of a suitable substitute asbestos-free product.

6.24 NO WARRANTY BY THE DISTRICT AGAINST INFRINGEMENTS

As part of this contract for sale Contractor agrees to ascertain whether goods manufactured in accordance with the specification attached to this contract will give rise to the rightful claim of any third person by way of infringement or the like. The District makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall the District be liable to the Contractor for indemnification in the event that Contractor is sued on the grounds of infringement or the like. If Contractor is of the opinion that an infringement or the like will result, he will notify the District to this effect in writing within two weeks after the signing of this contract. If the District does not receive notice and is subsequently held liable for the infringement or the like, the Contractor will save the District harmless (if the Contractor in good faith ascertains that production of goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that the District will pay the Contractor the reasonable cost of his search as to infringements).

6.25 RIGHT OF INSPECTION

The District shall have the right to inspect the goods at delivery before accepting them.

6.26 COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY REGULATIONS

Edgewood I.S.D. requires compliance with executive order 11246 entitled Equal Employment Opportunity, as amended by executive order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

6.27 PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS

Any board member which has any substantial interest, either direct or indirect, in any business entity seeking to contract with the district, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body are also required to file, and do file similar affidavits, the member is not required to abstain from further participation.

6.28 RETENTION OF AND ACCESS TO RECORDS

The contractor shall retain any books, documents, papers, and records which are directly pertinent to the contract. The contractor shall make the said materials available for audit, examination, excerpt, or transcription to the district, sub-grantee or grantee of funds, or their authorized representatives, for a period of five (5) years following termination of the contract.

6.29 COMPLIANCE WITH CLEAN WATER ACT

The contractor will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations. The contractor will comply with State of Texas and local regulations if more stringent than the referenced federal regulations.

6.30 INSURANCE REQUIREMENTS

<u>Category</u>	<u>Limits</u>
Commercial General Liability	
General aggregate	\$1,000,000
Products/completed operations aggregate	\$1,000,000
Personal and advertising injury	\$1,000,000
Each occurrence	\$1,000,000
Fire damage	\$50,000
Medical expense	\$5,000
Comprehensive Automobile Liability Insurance	
Bodily injury (per person)	\$500,000
Bodily injury (per accident)	\$500,000
Owner's and Contractor's Protective Liability Insurance	
Bodily injury	\$500,000
Property damage	\$500,000
Umbrella Liability Insurance written on an occurrence basis, with minimum limits in the amount of:	

<u>Contract Sum</u>	<u>Minimum Limit Required</u>
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(Per occurrence/aggregate)

Up to \$2,499,999	\$1,000,000
\$2,500,000 to \$4,999,999	\$2,000,000
\$5,000,000 to \$7,499,999	\$3,000,000
\$7,500,000 and over	\$4,000,000

6.31 WORKERS COMPENSATION COVERAGE

Employer's Liability	
Each accident	\$500,000
Disease - Policy limit	\$500,000
Disease - each employee	\$500,000

28 TAC 110.110 (c) (7), adopted to implement Texas Labor Code 406.09

A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers compensation insurance coverage for the person's or entity's employee providing services on a project is required for the duration of the project.

Duration of the project includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in Texas Labor Code 406.096) include all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the project.

Services include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. Services do not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

The contractor shall provide coverage, based on proper reporting classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code 401.011 (44) for all employees of the contractor providing services on the project for the duration of the project.

The contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

The contractor shall obtain from each person providing services on the project, and provide to the governmental entity:

1. A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and,
2. No later than seven days after receipt by the contractor, new certificate of coverage showing extension of coverage if the coverage period shown on the current certificate of coverage ends during the duration of the project.

The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten days after the contractor knows or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

The contractor shall post on each project site a notice, in the text form, and manner prescribed by the Texas Worker's Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

1. Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of coverage agreements, which meets the statutory requirement of Texas Labor Code 401.011 (44) for all of its employees providing services on the project for the duration of the project;
2. Provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project for the duration of the project;
3. Provide to the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
4. Obtain from each other person with whom it contracts, and provide to the contractor:
 - a. A certificate of coverage, prior to the other person beginning work on the project; and
 - b. A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
5. Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

6. Notify the governmental entity in writing by certified mail or personal delivery, with ten days after the person knows or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and,
7. Contractually require each person with whom it contracts to perform as required by items 1-7, with the certificates of coverage to be provided to the person for whom they are providing services.

By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by worker's compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

6.32 INDEMNIFICATION. Contractor shall indemnify, defend and hold harmless District, its officers, agents and employees, from any and all loss cost, damage, expense and claims (including, but not limited to attorney's fees) and liability of any kind for any acts or omissions of Contractor, its officers, agents or employees, in performance of this Contract.

6.33_INDEPENDENT CONTRACTOR. In all respects pertaining to this Contract Contractor is and shall act as an independent contractor (i.e., a person who is independently employed to do a piece of work according to Contractor's own methods and control except as to the result of the work and Contractor shall neither be nor act as the agent, employee or servant of District. Neither Contractor nor Contractor's employees shall be entitled to any of the benefits established for District employees, nor be covered by District's Workers' Compensation Program.

6.33.01 Without limiting the generality of the foregoing, it is understood and agreed:

- (a) That all persons employed by Contractor in the performance of this agreement shall be employees of Contractor and not employees of District; and
- (b) That Contractor shall not enter into any contract with a third party that purports to obligate or bind District.

6.34 Effect of Termination on Compensation. Termination of this Contract shall not relieve either party of its obligation to pay amounts due, or to give any credit due, for services rendered prior to the effective date of breach of contract or termination.

1. **GRATUITIES.** Contractor avers that Contractor has been advised of District's policies relating to ethics, including, but not limited to, District's General Code of Ethics, and has not intentionally or knowingly violated any District policy. Except as otherwise provided in Paragraph 3.1 of this Contract, District may terminate this Contract at any time upon a finding by District's Board of Trustees ("Board") or Superintendent or designee that Contractor, or an authorized agent or another representative of Contractor, has

- (a) Intentionally or knowingly offered, conferred or agreed to confer on a District officer or employee any benefit or consideration for the recipient's decision, opinion, recommendation, vote, or other exercise of discretion in the recipient's capacity with District; or
- (b) Conferred a benefit on a District officer or employee following the award of a contract to Contractor that, using a reasonable and prudent person test, has the appearance of influencing such award.

- 3.1 This provision on "Gratuities" is not meant to and shall not apply to attendance at or the hosting of social function unrelated to District's official business projects/matters; no shall this provision apply to reported campaign contributions as contemplated under the Texas Election Code, nor to the payment of nominal amounts for meals and other activities that are related to ongoing District official business project(s) in which Contractor is currently involved with District and/or third party; except, however, this exception shall not excuse compliance with other rules of law and/or ethical behavior as may otherwise be applicable to any person and/or company.
- 3.2 In the event District, pursuant to this provision, terminates this Contract, District shall be entitled, in addition to any other rights and remedies District may have, to recover or withhold the amount of the cost incurred by Contractor in providing such gratuities.

2. **TERMINATION OF AGREEMENT**

- 4.1 Termination by District. In the event of unsatisfactory performance, as solely determined by District, or in the event of a breach of this contract that is not cured within 10 days of written notification by Board or the Superintendent or designee of such unsatisfactory performance or breach, District may terminate the Contract at any time following the 10-day written notice period. Said termination shall occur without penalty to District, including loss of projected profits to Contractor. Contractor shall remain liable to District for any damage caused to District due to Contractor's unsatisfactory performance that is determined to be a breach of contract.
- 4.2 In the event of termination for unsatisfactory performance or breach of contract by Contractor, Contractor shall continue

its performance under the terms and conditions of this Contract until such time written notification is received from District authorizing Contractor to "Stop Work."

3. **GENERAL PROVISIONS**

5.1 **Damages for Breach of Contract.** In the event of a breach of this Contract by Contractor resulting in damages to District, District shall be entitled to reasonable attorney's fees and costs incurred by District, in addition to all other damages which District is legally entitled to recover.

6. **FORCE MAJEURE.** In the event performance of this Contract, or an obligation hereunder, is prevented, restricted, or interfered with by reason of acts of God or of the public enemy, acts of the Government in its sovereign capacity, fires, floods, epidemic, strikes, picketing or boycotts, or any other circumstances caused by natural occurrence or third-party actions beyond the reasonable control and without the fault or negligence of the party whose performance is affected, that party so affected, upon giving prompt notice to the other party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction or interference (and the other party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased), provided, however, that the party so affected shall use its best reasonable efforts to avoid or remove such causes of nonperformance and both parties shall proceed whenever such causes are removed or cease. This provision of the Contract to the contrary notwithstanding shall not prevent District from exercising its option under any other provisions of this Contract.

7. **ASSIGNMENT.** All terms and provisions of this Contract shall be binding upon and inure to the benefit of the parties hereto, and their successors and permitted assigns, including successors by reason of amalgamation or other corporate merger or reorganization. Neither party may assign this Contract or assign or delegate its obligation under this Contract without the prior written consent of the other party.

8. **WAIVER.** No waiver of the terms of this Contract or failure by either party to this Contract to exercise any option, right, or privilege on any occasion or through the course of dealing shall be construed to be a waiver of any subsequent breach or of any option, right, or privilege on any subsequent occasion.

9. **MODIFICATIONS.** In order to become binding on the parties and constitute a modification of this Contract, all changes to the Deliverables and/or Services provided by Contractor shall be set forth in a written agreement, in the form of an amendment to this Contract by way of written change order or other mutually satisfactory document, signed by an authorized representative of each party in advance of receipt of the Deliverables or the services required by the changes. All such modifications shall specify any associated price or adjustment of the price, and any modification to any associated delivery date.

SECTION D
REPRESENTATIONS AND CERTIFICATIONS

1. All offers shall be signed by a responsible officer of the company. Failure to sign the offer may be basis for rejecting the offer. By signing the SOLICITATION, OFFER, AND AWARD form, the submitter certifies the accuracy of the following statements.
2. Please check the following blanks which apply to your company:

<input type="checkbox"/> Ownership of firm (51% or more)	<input type="checkbox"/> Black
<input checked="" type="checkbox"/> Small Business (Less than 1,000,000.00 annual receipts or 100 employees.)	<input checked="" type="checkbox"/> Female
<input type="checkbox"/> other minority (specify) _____	<input type="checkbox"/> Non-minority
<input checked="" type="checkbox"/> certified by the State of Texas as a Historically Underutilized Business (HUB)	<input type="checkbox"/> Handicapped owned

The Edgewood Independent School District does not currently maintain set-asides or give preference to HUB offers. The above information is solicited for the purpose of statistical tracking only.

3. The offeror, by checking the applicable box, represents that:
 - a. It operates as ☒ a corporation incorporated under the laws of the State of Texas, ☐ an individual, ☐ a partnership, ☐ a non-profit organization, or ☐ a joint venture; or
 - b. If the offeror is a foreign entity, it operates as ☐ an individual, ☐ a partnership, ☐ a non-profit organization, ☐ a joint venture, or ☐ a corporation, registered for business in _____ (Country).

The State of Texas does not employ a resident preference, however, it does employ a reciprocity rule. Submitters whose principal place of business is located in a state which gives preference to residents are subject to the same restrictions when submitting an offer with an entity of the State of Texas.

4. By submitting this offer, the offeror;
 - a. represents that to the best of its knowledge it is not indebted to the Edgewood Independent School District. Indebtedness to the District shall be basis for non-award and/or cancellation of any award;
 - b. certifies that it does not and will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap, political belief or affiliation, and that it will abide by the Equal Employment Opportunity requirements of the State of Texas and the Edgewood Independent School District.
 - c. acknowledges that it has read, understands, and agrees to the requirements of the specifications and all other provisions of this solicitation.
 - d. certifies that it has not colluded or attempted to collude with other vendors or merchants in the trade to fix or hold prices above the level attained through a free and competitive

market.

- e. certifies that the owner operator has not been convicted of a felony, except as indicated on a separate attachment to this offer, in accordance with Sec 44.034, Texas Education Code.
- f. certifies that no suspension or debarment is in place which would preclude receiving a federally funded contract.

SECTION E

NOTICES AND INSTRUCTIONS

NOTE: The Edgewood Independent School District defines a Request for Proposals as the vehicle for the solicitation of Competitive Sealed Proposals, and Competitive Sealed Proposals as the vehicle of response to Request for Proposals.

1. Offerors are required to complete the OFFER portion of the SOLICITATION, OFFER AND AWARD form of this Request for Proposals.
2. Sealed offers will be received by the Edgewood I.S.D. until the date and time specified on the SOLICITATION, OFFER, AND AWARD form. All offers must be sealed and received, prior to this time, at the Department of Purchasing, Edgewood Independent School District, 5358 West Commerce Street, First Floor, 34th and West Commerce Streets, San Antonio, Texas. Telegraphic or facsimile offers cannot be accepted since the sealed requirement cannot be satisfied with these means.

3. LABELING OF OFFERS:

Label front of sealed envelope with: RFP NO. 08-002 (P1) Telecommunications Services Bid.

The envelope containing the proposal must be addressed as follows:

PURCHASING AGENT
EDGEWOOD INDEPENDENT SCHOOL DISTRICT
4358 W.COMMERCE STREET
SAN ANTONIO, TEXAS 78237

DUE - January 22 , 2008 at no later than 10:00 a.m. Under no circumstances shall an offer be accepted beyond the 10:00 a.m. deadline.

4. The Purchasing Department may open unlabeled submittals to properly identify them. Submitters are therefore advised to correctly label their submittals in order to protect the integrity of their sealed proposals and to fully avail themselves of the sealed proposal process.

5. Offeror accepts all responsibility for forwarding the offer to the address above within the specified time or it will be unopened. If the envelope does not reflect a return address, it will be opened for the sole purpose of obtaining the return address.
6. TIME AND PLACE OF PROPOSAL RECEIPT:

Offers are not opened and read publicly. However, offers must be received in the Purchasing Department, in accordance with paragraph 2, above. It is the sole responsibility of the offeror to ensure the proposal is received in the Purchasing Department. No excuses are acceptable, and the determination of the purchasing agent is final.
7. All offers shall be submitted in duplicate. The entire solicitation document must be returned along with offer. Related data, where applicable, shall be made part of the offer. All literature submitted becomes the property of the Edgewood Independent School District.
8. All amendments shall be acknowledged on the SOLICITATION, OFFER, AND AWARD form (Item No. 12); failure to do so may cause the offer to be rejected. No verbal or informal amendment to this solicitation shall be binding on the Edgewood I.S.D. Any changes to the solicitation will be made by amendment, delivered to all parties which the District shows as having received a copy of the solicitation. No change to the solicitation will be made except by formal written amendment signed by the Purchasing Agent or his designated representative.
9. The District reserves the right to accept or reject any or all offers, to waive all technicalities, and to accept the offer or offers that are determined to be the most favorable to the District.
10. Prices must exclude all Federal, State, and City taxes.
11. All offers will be F.O.B. Destination, Installed, San Antonio, Texas as specified in the solicitation.
12. The quantities stated herein are an estimate of the probable amount needed.
13. No asbestos in any form may be used in the manufacture or processing of any product purchased by the District. In any product called for by name is specification should contain any asbestos materials, the contractor must notify the purchasing agent immediately for the name if a suitable substitute asbestos-free product.
14. This solicitation does not commit the Edgewood I.S.D. to pay any costs incurred in preparing and submitting the proposal or to contract for the services specified.

15. Ongoing documentation by using department(s) regarding a company's past performance may be used in determining the offeror's responsibility for award purposes of this and future awards.
16. For further information concerning this Request for Proposal, e-mail requests to erate@eisd.net.
17. Any questions concerning results should be directed to the District Purchasing Department. The district does not reveal information about proposals, including the number received or from whom received, while negotiations are in process. This is to protect the negotiations positions of vendors and the district.
18. **Special Formatting Instructions:** The proposal must be formatted in such a way to match Block 5 of the Schools and Libraries Division (SLD) Form 471. Failure to match the appropriate block format may result in rejection of the bid submission.

SECTION F**EVALUATION FACTORS FOR AWARD**

1. All offers are subject to the terms of this solicitation. Material Exceptions to the terms, or failure to meet the District's minimum requirements, shall render the offer ineligible for consideration.
2. Any award made under this solicitation shall be made to the best overall proposal, determined as follows:

Factor	Weight
Price of the ELIGIBLE goods and services	51%
Prior experience	10%
Personnel qualifications	10%
Management capability	20%
Other cost factors (including price of ineligible goods and services, e.g. non e-rate site equipment & services)	9%
Total	100%

End of Request for Proposal



3370 Nacogdoches, Suite 136
San Antonio, Texas 78217
Voice: 210.828.6081
Fax: 210.828.8419

<http://www.rx-tech.com>

Questions & Clarifications

- Please direct all requests for communications to **E-RATE INQUIRY**
- Submitted on 1/16/2008 Replied on 1/16/2008
 - Q. **Must Attachment 21 items sheets be included at the time of RFP submission?**
 - 1.05 Selected vendor(s) is required to provide detailed pricing in a format that expedites FCC Form 471 final preparation. Information in Form 471, Attachment 21 format is required.
 - Vendor should understand this to mean that after the final selection process is completed, the vendor is expected to submit the information as requested in order to meet the Form 471 submission deadline of February 7, 2008.
- Submitted on 1/15/2008 Replied on 1/16/2008
 - Q. **Will we be receiving prints or documentation on the 2 new schools for Stafford and Cenizo Park?**
 - See Supplemental Document Section for additional site plans and Wrenn Middle School first floor correction.
 - **Is there any other fiber re-locate or install besides Edgewood High Academy and the two (2) new schools?**
 - No.
- Submitted on 1/15/2008 Replied on 1/16/2008
 - Q. **Several places in the Cabling RFP (08-004), it mentions 10 GIG Cable Media (3.02 Outlets). In the beginning of the RFP however (1.01 Infrastructure), it states CAT 6e cabling. 10 GIG cabling is CAT 6a cabling. Which designation is correct?**
 - Cabling is to be rated at 10 GIG.
- Submitted on 1/14/2008 Replied on 1/15/2008
 - Q. **For the Powerware equipment, we would like to request clarification on the specifications for the models that you have listed. Please let us know if you can provide the answers to the questions that I have listed below.**
 - **Please let us know the kVA for the 9170+ and 9125 models.**
 - 9170 = 15Kva
 - 9125 = 2000va
 - These devices are to be rack mountable. Vendor needs to determine if they can use existing Symmetra cabinets with new UPS device to conserve funds.

- Please let us know the backup time that you would like to achieve (in minutes).
 - The runtime is to be a minimum of one (1) hour.
- Do you require a maintenance bypass switch?
 - Yes, during the walk through, offeror should have noted the current number of UPS disconnects for the existing Symmetra units. These disconnects may be repurposed with additional disconnects added as needed. Refer to table with number of switches and UPS currently supported. Each Symmetra will have a disconnect currently installed.
- **Q. Related to the Special Formatting Instructions requirement to match Block 5 of the SLD Form 471, will submitting the pricing in the same format as the Summary spreadsheets that have been posted online fulfill this requirement?**
 - No. See link to the School & Libraries Division (SLD) for clarification: <http://www.usac.org/sl/applicants/step07/form471-attachments.aspx#2>
- **Q. Related to the Smartnet contract pricing for RFP# 08-003 and RFP# 08-006, are we required to provide Smartnet pricing broken down by Campus/District office? If so, can you provide a list of which devices are located at each campus or district office?**
- SmartNet is to be a single line item to include all eligible sites. A breakout that totals all ineligible sites, e.g.; central administration, food services and physical plant services is to be a second line item. The spreadsheet on this website has the Smartnet locations of applicable equipment.
- Submitted on 1/10/2008 Replied on 1/11/2008
 - Paraphrased Request - Will the district accept Trapeze Networks wireless equipment as a substitute for equipment specified in RFP?
 - RFP 08-005 Internal Connections Hardware states:

3.01 EQUIVALENT PRODUCTS

Equivalent product(s) will be considered for substitution for those products specified in the referenced Bill of Materials (BOM). Such product substitution must meet original specifications, usage intent, and inter-compatibility requirements stated in this RFP. Substitution will only be authorized by Edgewood ISD in the event original specified materials are obsolete or unavailable. Express, written approval by Edgewood ISD project manager is required.

A mandatory walkthrough was required by vendors wishing to bid on this RFP.

Given that the question is submitted by a vendor who did not participate in the walkthrough and that the products specified in the referenced Bill of Materials is readily available, the request for a substitute product will not be considered for this E-rate 11.
- Submitted on 1/10/2008 Replied on 1/11/2008
 - Q. What type of devices are needed? Re: voice, data, or integrated
 - 75 Push to Talk Only Devices
 - 75 Cellular Only Devices
 - 25 Cellular with Push to Talk Devices
 - Q. Approximately how many minutes are needed for voice and/or data plans?

- Current in place plan calls for 400 minutes per device with aggregate pool, so that while some phones may use over 400 minutes the additional minutes will be pulled from the aggregate pool.
 - **Q. Are there any special feature requirements? Re: push to talk, etc. If so, how many devices of the total require any special features.**
 - 75 Push to Talk Only Devices
 - Rugged Style
 - 75 Cellular Only Devices
 - Ability to turn on and off text messaging
 - 25 Cellular with Push to Talk Devices
 - Rugged Style
 - Ability to turn on and off text messaging
- **Submitted on 1/7/2008 Replied on 1/9/2008**
 - **Q. Please confirm that the Edgewood ISD Systems Operations Center is located at 4127 Eldridge, where existing leased gigabit WAN connections are terminated.**
 - Yes
 - **Q. Does Edgewood ISD presently have or plan to install private fiber between 607 SW 34th (Edgewood HS Academy) and the EISD Systems Operations Ctr or does the District want a separate leased, gigabit WAN connection between these two sites? 4127 Eldridge and 607 SW 34th appear to be on a single campus with no public thoroughfare between them.**
 - It is already connected by private fiber and is on a single campus without any public thoroughfare between them
 - **Q. Please verify that EISD will require gigabit WAN services in funding year 2008 for the following sites that do not currently have a leased WAN gigabit connection:**
 - 1602 Thompson Pl
 - 3300 Ruiz
 - 1626 W. Thompson Pl
 - 1018 NW 34th St
 - - 1602 Thompson Pl - Private fiber connects to Kennedy High School
 - - 3300 Ruiz - Private fiber connects to Gus Garcia Middle School
 - - 1626 W. Thompson Pl - Private fiber connects to Kennedy High School
 - - 1018 NW 34th St - Private fiber connects to Memorial High School
 - **Q. Presently, EISD has leased, gigabit WAN connections:**
 - From 4127 Eldridge (EISD Systems Operations Center) and 2800 Arbor (Cenizo Park)
 - From 4127 Eldridge (EISD Systems Operations Center) and 1314 Hines (Region 20).**Please confirm if EISD wants to retain these leased WAN gigabit connections.**
 - Yes
- **Submitted on 1/7/2008 Replied on 1/8/2008**
 - **Q. How detailed is the RFP expected to be in the submission for the network cabling installations?**
 - A. An itemized bill of materials is to show the total number of CAT6e network drops, the cost per drop and the extension pricing.
 - B. Fiber is to be shown as a separate line item that includes all aspects of installation such as fiber cost, termination, etc; per drop, and extension.
 - C. Major priced items, e.g. racks, fiber panels, and patch panels are to be included as line items.

D. Is not necessary to itemize sleeves, collars, RJ45 jacks, hangers, Panduit, terminators, core drills, faceplates, patch cords, etc. (Note: 10 ft. patch cords are to be included for the device station cable as part of the CAT6e drop count.)

E. The UPS devices are to reflect UPS count, cost, and extension. These are to be listed by site.

F. Each RFP submission is to reflect these line items per site:

- Material count, cost line item and extension
- UPS, count, cost line item and extension
- Labor cost line item and extension
- Project management cost line item and extension

○ **Q. Who is responsible for core drilling?**

- A. Offeror is responsible for core drills. Prior to drilling, the EISD maintenance department will meet with the offeror and determine the locations or alternative locations before any cores are cut.

B. All cores are to have the appropriate sized sleeve and collars. Both ends must be fire-stopped as required by code.

○ **Q. Will EISD provide storage for materials?**

- No. Offerors are to provide off-site storage for materials.

○ **Q. What are the working hours? Can work be done on the weekends?**

- A. Installations commence after the regular school day ends. EISD will make available an eight hour, daily work window for regular school days.

B. In the rare event, a complex work segment is deemed necessary by EISD to be handled over the weekend, EISD will work with the offeror to accommodate this type of schedule.

• **Submitted on 1/2/2008 Replied on 1/3/2008**

○ **Question regarding RFP 08-003 & RFP 08-006**

○ **Question: Can we have Authorize viewing rights to all the Cisco SmartNet Contracts?**

- Response: In regards to RFP 08-003 and RFP 08-006 the spreadsheet located on the district website for the RFP's includes all the information for SmartNet Coverage for district components. The following link will access said page, the document you are looking for is entitled "Cisco SmartNet Coverage" at www.eisd.net/erate.htm. This spreadsheet has been provided from Cisco as a complete listing of Edgewood ISD components currently under warranty with expiration dates included.

Exhibit 3

Selective Review Information Response

Funding Year 2010

Applicant Name: **Edgewood Independent School District**

Billed Entity Number: **141553**

Form 471 Application Number: **733321**

Date Submitted: **10/21/2011**

Item 1

RFP 10-006:

You have indicated in your response that you would like to modify form 470# from 640510000647763 to 878690000794532. You have also indicated that procurement of service was based on RFP 10-006. Copy of RFP 10-006 is already submitted by Ronald Bertoia.

Item 1 Response

Please disregard the prior request to modify the Form 470 used to request SmartNet service for FRN 1983901 on Application #733321. The Form 470 and contract referenced on the Block 5 as originally filed was correct. The district is therefore answering a previous question regarding the contract extension for this FRN. For ease of reference, the prior question is referenced below as well as the District's response.

Question

Application# 733321- FRN 1983901

Contract:

The copy of the Amendment#1 to the contract you have submitted doesn't support the term of the contract. And contract clause 6.01 in RFP 08-003 indicates "Contract term is expected to run through June 30, 2009 or, if a multi-year contract is issued at the term of the contract date."

Please provide original contract and any amendments signed to extend the contract to cover the FY 2010-2011.

Response

Per the Texas Education Agency's purchasing regulations, a Purchase Order approved by the Edgewood Board Trustee's or their designee operates as a binding agreement. Section 3.2.4 regarding Purchase Orders from the TEA regulations is included for reference. The full manual is over 250 pages, so only the required section regarding a purchase order operating as a binding commitment is included in this response. If a full copy of the manual is needed, it will be provided upon request.

In order to document the contract and Purchase Orders that extended the contract to cover the 2010 Funding Year, the following documents are attached:

- TEA Purchasing Manual Section 3.2.4 – Purchase Order
- Acceptance signed by District on 2/7/2008
- Board of Trustee's Meeting Minutes dated 05/24/2010 and 06/28/2010 approving POs for Smartnet service for the upcoming year – relevant sections are highlighted for reference.

[HB 962](#) exempts the purchase, acquisition, or license of library goods and services for a library operated as part of a junior college district from the purchasing laws under [TEC 44.031](#). The effective date of this change was June 19, 2009.

3.2.4.Purchase Orders

Purchase orders are among the most commonly utilized method for procuring goods and services. As its name indicates, this document serves as a formal order for goods, materials and/or services from a vendor. **A purchase order, once approved, is a binding commitment for a district to remit payment to the vendor after the item(s) and an invoice are received by the district.**

A purchase order is also an important accounting document. It contains information on the expenditure to be made and the account code to be charged. Once issued, the purchase order encumbers funds, which serves as an expenditure control mechanism. Finally, the purchase order is utilized in the accounts payable process as it documents that an order has been received and accepted by the user and payment can be made to the vendor.

3.2.5.Requisition Process

A requisition is an internal document by which a campus or department of the district requests the purchasing department to initiate a purchase order. It is a request generated manually or electronically (through use of automated systems) for the purchase of supplies, services, equipment, etc.

3.2.5.1.Approval of Requisitions

Requisitions should be initiated by those having proper authority, as defined in the district purchasing policy manual. Requisitions initiated by instructional, maintenance and support personnel should then be approved by the appropriate person, either the principal, department head or superintendent. Requisitions which require expenditures from the Special Revenue Fund should be approved by the program administrator.

Section 44.052 Texas Education Code states that a superintendent that approves any expenditure of school funds in excess of the amount appropriated for that item(s) in the adopted budget commits a Class C misdemeanor offense. Consequently, close supervision and monitoring of the availability of budget dollars and of the approval process for requisition are important elements of a district's purchasing process.

Edgewood ISD RFP 08-003 P2 Basic Maintenance Services

SOLICITATION, OFFER, AND AWARD

1. CONTRACT # <u>0113-08</u>	2. SOLICITATION NO.
3. TYPE OF SOLICITATION: Sealed Bid (IFB) Negotiated (RFP)	4. DATE ISSUED: December 23, 2007
5. REQ. # RFP 08-003 (P2) Basic Maintenance Services	6. ISSUED BY: Edgewood I. S. D.
7. ADDRESS SOLICITATION RESPONSE TO: DEPARTMENT OF PURCHASING EDGEWOOD INDEPENDENT SCHOOL DISTRICT 5358 W. COMMERCE STREET SAN ANTONIO, TEXAS 78237	8. Department, Associated: Technology

NOTE: In Invitations for Bid, "offer" and "offeror" mean "bid" and "offeror."

SOLICITATION

Sealed offers with an original signature(identified as such), one copy(identified as such) and one electronic copy (Microsoft Word 2003 and Excel) for furnishing the supplies and/or services in the bid form will be received at the place specified in Item 7 until 10:00 A.M. local time, January 22, 2008.

CAUTION: All offers are subject to all terms contained in this solicitation.

9. For information send email to: erate@eisd.net
Subject: RFP 08-003 (P2) Basic Maintenance Services

OFFER (Must be fully completed by offeror)

10. In compliance with the above, if this offer is accepted, the offeror agrees, to furnish any or all items upon which prices are offered and accepted at the price set opposite each item, delivered at the designated point(s) specified in the solicitation. Further, this offer is contingent upon SLD funding approval and must have all deliverables, installations and configurations completed prior to the applicable SLD closing date window for funding.

11. DISCOUNT FOR PROMPT PAYMENT: % Days Net 30 days unless a discount is offered.

12. ACKNOWLEDGEMENT OF AMENDMENTS The offeror acknowledges receipt of AMENDMENTS to the SOLICITATION and related documents numbered and dated	AMENDMENT NO. DATE <u># 1</u> <u>1/9/08</u>	AMENDMENT NO. DATE
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13. Name and Address of Offeror Company Name: Major Inc dba Rx Technology Address: 3370 Nacogdoches Rd Suite 150 City, State, Zip: San Antonio, Texas 78217 Telephone No: 210/828-6081 Fax No: 210/828-8419	14. Name and Title of Person Authorized to Sign Offer: Print Name: Joan Rizzo Title: President Signature: <i>[Signature]</i> Date: January 20, 2008
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ACCEPTANCE (To be completed by the District)

15. ACCEPTED AS TO ITEMS NUMBERED: | 16. AMOUNT: | 17. ACCOUNTING AND APPROPRIATION:

18. PAYMENT WILL BE MADE BY ACCOUNTS PAYABLE: Accounts Payable
5358 W. Commerce Street
Submit invoices in three (3) copies. San Antonio, TX 78237

19. For the Edgewood I.S.D.: | 20. Signature of Purchasing Agent: *[Signature]* | 21. Date: 2/7/08

IMPORTANT: Award will be made on this form or by other authorized official written notice.

OFFEROR'S (COMPANY) NAME Major Inc dba Rx Technology

February 6, 2008

Mr. Mark L. Rizzo
Vice President of Sales
RX Technology
3370 Nacogdoches, Suite 136
San Antonio, TX 78217

SUBJ.: RFP #08-003 (P2), Basic Maintenance Services
AMENDMENT #1

Mr. Rizzo:

This Modification #1 is issued to confirm award of some but not all items proposed under RFP #08-003 (P2), Basis Maintenance Services. The proposal submitted did not state "ALL OR NONE". As such, items selected were in accordance with the selection criteria set forth in the solicitation with cost being the primary factor.

The award consists of "SmartNet" ONLY, and is as follows:

E-Rate Eligible 90%	\$1,282,049.83
E-Rate Local 10%	\$ 142,449.98
Total Amount Awarded	<u>\$1,424,499.81</u>

All other terms and conditions of the Contract shall remain unchanged and in full force and effect. Upon final execution, this Amendment shall become an Amendment to the above identified Contract for all Changes noted above.

IN WITNESS WHEREOF, the parties have executed this Amendment #1 on the date or dates indicated below to be effective as of the date specified above.

RX TECHNOLOGY

By: Pat Truitt
Print Name

Name: Pat Truitt
Signature

Title: Business Mgr

Date: 2-7-08

EDGEWOOD ISD

By: Richard M. Bocanegra
Print Name

Name: Richard M. Bocanegra / ES
Signature

Title: Superintendent of Education

Date: 2-7-2008

Notice of Regular Meeting

The Board of Trustees Edgewood ISD-Bexar County

A Regular Meeting of the Board of Trustees of Edgewood ISD-Bexar County will be held May 24, 2010, beginning at 6:30 PM in the Edgewood Academy, Recital Hall, 607 S.W. 34th Street.

Note: the regular meeting also consists of a second session of the Board to be held May 25, 2010, beginning at 7:00 p.m., at the same location at 607 S.W. 34th Street, Texas. Whenever the word "agenda" is used anywhere in this Notice of Regular Meeting, it includes the agenda for both sessions of the Regular Board Meeting. Unless otherwise noted, every agenda item listed as an expected Closed Session item shall also be considered as a "Discussion/Action" item on which the Board may take appropriate action, whether or not the item is brought into Closed Session.

The subjects to be discussed or considered or upon which any formal action may be taken are as listed below. Items do not have to be taken in the order shown on this meeting notice.

Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

I. Call Meeting to Order for May 24, 2010.

A. Roll Call

II. Motion to go into Closed Session.

If the Board votes to go into closed session, then such closed session shall be held pursuant to Chapter 551 of the Texas Government Code, the expected specific sections of which are listed herein below; however, the Board may also go into closed session on any agenda item listed in either or both sessions as may be authorized by law, whether or not specified in this section of the Agenda. The following subjects are expected to be brought up in closed session:

A. [Section 551.071, Government Code - Consultation with Attorney:] For a private consultation with the Board's attorney with respect to pending or contemplated litigation or settlement offers, and/or on matters where the attorney's duty to the Board, under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas, clearly conflicts with the open government provisions of Chapter 551 of the Government Code, to wit:

I. Consultation with attorney regarding attorney-client items listed in agenda item VIII (A).

II. Issues involving threat of litigation by former employee.

III. New Offer of Settlement from MiCorp LLC, involving E-Rate contracts Nos.

RFP 08-004, 08-006, 08-007, 09-008 and 09-009 and related matters.

- IV. Proposed Operational SPIN change on one or more remaining contracts relating to E-Rate 11 to change service provider with a Funding Request Number.
- V. Pending EEOC Charge Nos. 45-2010-01099 and 451-2010-00042 and attendant issues.
- VI. Proposed amendment to Policy DFBB (Local), entitled "Term Contracts, Nonrenewal" - for Second Reading and Adoption.
- VII. Proposed adoption of Policy DAA (Local) regarding Employment Objectives, Equal Employment Opportunity - for Second Reading and Adoption.
- VIII. Legal issues dealing with other agenda items brought into Closed Session.
- B. [Section 551.074, Texas Government Code - Personnel Matters:] To deliberate the, appointment, employment, evaluation, reassignment, duties or dismissal of a public officer or employee, to wit:
 - I. Gloria Martinez: for a proposed change in contract status, from Pay Grade 8 to Pay Grade AP4, on a standard District Term Contract, subject to assignment and reassignment by the Superintendent, for the remainder of the contract year for the assignment. [Note: Ms. Martinez has interviewed for an Assistant Principal position at the elementary school level.]
- C. [Section 551.082 and Section 551.0821, Texas Government Code - Matters regarding public school students:]
 - I. Level III Grievance Appeal of Rudy L., appealing Superintendent's Decision
- III. Call Meeting to Order for May 25, 2010, beginning at 7:00 p.m. at the Edgewood Academy, Recital Hall, 607 S.W. 34th Street, San Antonio, Texas.
 - A. Roll Call
 - B. Invocation & Pledge of Allegiance
 - C. Academic Spotlight for Hosting Campus: Edgewood Fine Arts Academy
- IV. Time for Public Comment:
- V. Presentation(s)/ Public Hearing(s):
 - A. Student Advisory Counsel Update
 - B. Public Hearing in accordance with the requirements of Education Code Section 38.012 regarding the expansion or change in health care services related to Agenda item VIII (B):
 - I. Approval to enter into collaboration with The Children's Shelter to provide a Teen Pregnancy Prevention Program for two (2) EISD middle schools for the 2011-2012 through 2014-2015 school years.
- VI. Discussion/Action on matters taken up in Closed Session and/or matters listed in Section II, whether or not items listed therein were taken into Closed Session; and matters listed under Sections VII and VIII, if any, taken into Closed Session under Section II. The Board may also go into Closed Session at this time on any matter on

any agenda item listed in either or both sessions as may be authorized by law.

VII. Consent Agenda Items

- A. Minutes: Regular...April 26-27, 2010.
- B. Approval of the Budget Amendments for the period of April 16, 2010 through May 14, 2010.
- C. Approval to enter into a Memorandum of Agreement with Our Lady of the Lake University to permit field placement within the District of OLLU students from the Worden School of Social Service, for the purpose of learning and providing social services under supervised conditions.
- D. Approval to enter into Affiliation and Program Agreements with the University of Texas at San Antonio to permit field placement within the District of UTSA students from the UTSA Department of Social Work, for the purpose of learning and providing social services under supervised conditions.
- E. Approval of elimination of obsolete E-Rate hardware using Cisco Green Technology Lifecycle Management Program, an E-rate approved program for recycling of obsolete equipment.
- F. Approval of Resolution to update appropriate Sedgwick Claims Management Staff to sign for Workers' Compensation Bank Account with Bank of America.
- G. Approval to update Bank of America Deposit Account documentation forms: Banking Resolution and Certificate of Incumbency, Signature Card, and addition of accounts.
- H. Approval of designated routes as hazardous routes in accordance with requirements of Section 42.155 (d) of the Texas Education Code and Policy CNA (Legal) in order to apply for additional transportation funds.
- I. Approval to contract with Azteca Inc., for the installation of the 18,700 sq. ft. of VTC flooring along with 2900 liner ft vinyl cove base at Emma Frey, in support of the Alternative Education Center, not to exceed \$30,000.00.
- J. Approval to accept funds from the Edgewood Educational Foundation in the amount of \$35,119.00 for the AVID Program and teacher mini-grants for five (5) campuses.
- K. Approval to enter into a Memorandum of Understanding with Education Service Center, Region 13 and 20, for the purpose of participating in the "Transformation 2013 T-STEM" (Texas-Science, Technology, Engineering, and Math) initiative at Toltech STEM Academy at Memorial High School.

VIII. Individual Items for Consideration and Approval:

- A. Approval of statement from the Law Firm of Escamilla & Poneck, Inc. in the amount of \$35,817.77 for Professional Services Rendered using local funds.
- B. Approval to enter into collaboration with The Children's Shelter to provide a Teen Pregnancy Prevention Program for two (2) EISD middle schools for the 2011-2012 through 2014-2015 school years.
- C. Approval to enter into collaboration with ACCD, through Palo Alto College, and

Trinity University, through its Trinity Upward Bound program, to offer Edgewood ISD students the opportunity to earn college credit hours in Psychology.

- D. Approval to accept the Annual School Health Advisory Council (SHAC) Summary Report for 2009-2010.
- E. Approval of new high school courses in the area of Career & Technology Education to be added to the list of courses offered to the students of EISD.
- F. Approval of an E-rate operational spin change request to the School and Library Division (SLD) for a qualified vendor to fulfill E-rate 11 projects under E-rate and Local funding commitments in accordance with lawful requirements.
- G. Approval of purchase order for the second half of E-Rate 12 Eligible Maintenance and warranty for Smartnet Contracted Services to RX Technology Inc. for fiscal year 2009-2010 in the amount of \$633,750.
- H. Approval of promotions, transfers, new hires, resignations, retirements and re-assignments for professional contract personnel where Board Action is required. [Note: Board action on this item, if any, is limited to those personnel items that require Board action; otherwise, the item is for information only, whether or not the Board approves a motion to approve this item; and, in any event, the Board does not approve transfers, resignations previously approved by the Superintendent, retirements and reassignments.]
- I. Authorization to issue notice to the general public in accordance with law for the proposed sale or exchange of District real property and the procedure under which sealed bids to purchase the land or offers to trade for the land shall be submitted, to wit: N Irr. 98.79' of Lot 40 and Lot 42, Block 1 NCB 8857, and formerly known as H.K. Williams Elementary School.
- J. Approval to use DBR Engineering for a District-wide security lighting assessment in support of the District Security Lighting Project in the amount not to exceed \$31,500.00 from bond proceeds.
- K. Approval of change order #1 with De La Garza Fence Co., for the installation of additional work added by campuses through our needs assessment and security audit in the amount of \$37,626.00.
- L. Approval to contract TD Industries Inc., for the installation of air-cooled chiller and update the pneumatic controls systems in support of the Truman Middle School Stem Program in the amount of \$106,000.00.
- M. Approval of change order #1 in the amount of \$44,902.00 and change order #2 in the amount of \$74,134.00 to R.L. Rhode General Contractors for the additional site work at Cardenas E.C. added by EISD staff and campus.
- N. Approval of designation of funds in the amount of \$680,000 for renovations to Emma Frey/Alternative Education Center.
- O. Approval to contract with TD Industries Inc., for the installation of the HVAC Mechanical System at Emma Frey in support of the Alternative Education Center not to exceed \$575,000.00

- P. Proposed acceptance of the bid from Bollinger, Inc., for "Student Athletic and Voluntary Student Accident Insurance" at the cost of \$168,913.00 for school year 2010-2011.
- Q. Approval of proposal with Pitney Bowes to Lease a Mailing Machine System with folder apparatus for 48 months for an amount not to exceed \$45,000 from June 30 2010, thru June 30, 2014 using local funds.

IX. Information:

- A. Human Resources Report
- B. Consultant Monthly Report
- C. Overtime Report
- D. Financial Statements
- E. Active Investment Report
- F. Vandalism Report
- G. Student Discipline Report
- H. Tax Report

X. Other Business

XI. Announcement(s)

XII. Adjournment

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the Board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E. Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting.

The notice for this meeting was posted in compliance with the Texas Open Meeting Act on _____, at _____.

For the Board of Trustees

Notice of Regular Meeting

The Board of Trustees Edgewood ISD-Bexar County

A Regular Meeting of the Board of Trustees of Edgewood ISD-Bexar County will be held June 28, 2010, beginning at 6:30 PM in the Edgewood Academy, Recital Hall, 607 S.W. 34th Street.

Note: the regular meeting also consists of a second session of the Board to be held June 29, 2010, beginning at 7:00 p.m., at the same location at 607 S.W. 34th Street, Texas. Whenever the word "agenda" is used anywhere in this Notice of Regular Meeting, it includes the agenda for both sessions of the Regular Board Meeting. Unless otherwise noted, every agenda item listed as an expected Closed Session item shall also be considered as a "Discussion/Action" item on which the Board may take appropriate action, whether or not the item is brought into Closed Session.

The subjects to be discussed or considered or upon which any formal action may be taken are as listed below. Items do not have to be taken in the order shown on this meeting notice.

Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

I. Call Meeting to Order for June 28, 2010.

A. Roll Call

B. Board Budget Workshop

II. Motion to go into Closed Session.

If the Board votes to go into closed session, then such closed session shall be held pursuant to Chapter 551 of the Texas Government Code, the expected specific sections of which are listed herein below; however, the Board may also go into closed session on any agenda item listed in either or both sessions as may be authorized by law, whether or not specified in this section of the Agenda. The following subjects are expected to be brought up in closed session:

A. [Section 551.071, Government Code - Consultation with Attorney:] For a private consultation with the Board's attorney with respect to pending or contemplated litigation or settlement offers, and/or on matters where the attorney's duty to the Board, under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas, clearly conflicts with the open government provisions of Chapter 551 of the Government Code, to wit:

I. Consultation with attorney regarding attorney-client items listed in agenda item VIII (A).

- II. Proposed Policy DEC (Local) continuation of pilot program for FMLA leave eligibility.
- III. Proposed lease amendment for Edgewood Family Network. [Agenda Item VIII (G)]
- IV. MiCorp LLC response to notice of proposed Operational SPIN on E-Rate contracts.
- V. Notice from Texas Department of Insurance Licensing Division regarding agent's licenses.
- VI. Legal issues dealing with other agenda items brought into Closed Session.
- B. [Section 551.074, Texas Government Code - Personnel Matters:] To deliberate the, appointment, employment, evaluation, reassignment, duties or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee, to wit:
 - I. Level IV Stop, Look & Listen Hearing under Policy DGBA (Local):
 - a. Appeal of Superintendent's Decision regarding a complaint filed by Leticia Barbosa et al. - Roosevelt Elementary School
 - II. New Hires:
 - a. Rupert S. Schreiner - on a standard District probationary contract for non-Chapter 21 employment at Pay Grade AP-3 or equivalent, subject to assignment and reassignment by the Superintendent. [Note this proposed new hire has been interviewed for the position of Senior Evaluator.]
 - b. Richard G. Martinez - on a standard District probationary contract for non-Chapter 21 employment at Pay Grade AM-5 or equivalent, subject to assignment and reassignment by the Superintendent. [Note this proposed new hire has been interviewed for the position of Chief of Police.]
 - c. Carlos M. Alonso - on a standard District probationary contract for non-Chapter 21 employment at pay grade AM-6 or equivalent, subject to assignment and reassignment by the Superintendent. [Note this proposed new hire has been interviewed for the position of Physical Plant Services & Construction Director.]
 - d. Dr. Sabrina Quintana - on a standard District probationary contract for Chapter 21 employment at a Pay Grade Range of AP-4 through AP-6, subject to assignment and reassignment by the Superintendent, with compensation based on the assignment. [Note: this proposed new hired has been interviewed for the position of Director of the Fine Arts Academy.]
 - III. Change in Contract Status:
 - a. David Mata - for a proposed change in contract status, from Pay Grade AP-3 to Pay Grade AM-4 or equivalent, on a District standard term contract for non-Chapter 21 employment, subject to assignment and reassignment by the Superintendent. [Note: This current Senior Evaluator has interviewed for the position of Grant Administrator.]

- b. Sandra Cantu - for a proposed change in contract status, from Pay Grade MAS (formerly PG-8) to Pay Grade AP-4 or equivalent, on a District standard term contract for Chapter 21 employment, subject to assignment and reassignment by the Superintendent. [Note: This current Instructional Facilitator has interviewed for the position of Head Start Site Manager.]
- c. Mario Goff - for a proposed change in contract status, from Pay Grade MAS (formerly PG-8) to Pay Grade AP-4 or equivalent, on a District standard term contract for Chapter 21 employment, subject to assignment and reassignment by the Superintendent. [Note: This current Instructional Facilitator has interviewed for the position of Head Start Site Manager.]
- d. Lilly Benavides - for a proposed change in contract status, from Pay Grade MAS (formerly PG-8) to Pay Grade AP-4 or equivalent, on a District standard term contract for Chapter 21 employment, subject to assignment and reassignment by the Superintendent. [Note: This current Instructional Facilitator has interviewed for the position of Assistant Principal.]
- e. Dr. Mary Miller - for a proposed change in contract status, from Pay Grade AP-7 to a Pay Grade Range of AP-4 through AM-7 or equivalent, subject to assignment and reassignment by the Superintendent, with compensation dependent on the assignment. [Note: This current Instructional Compliance Director has interviewed for the position of Executive Director for Elementary.]

IV. Information on Reassignments [No action requested or required]:

- a. Jesusita Rios - The Superintendent advises the Board of the reassignment of this Elementary Bilingual Specialist to the position of Head Start Site Manager, at the same Pay Grade AP-4 or equivalent, but with extended numbers of days.

III. Call Meeting to Order for June 29, 2010, beginning at 7:00 p.m. at the Edgewood Academy, Recital Hall, 607 S.W. 34th Street, San Antonio, Texas.

A. Roll Call

B. Invocation & Pledge of Allegiance

IV. Time for Public Comment:

V. Presentation(s):

A. Dancing with Children

VI. Discussion/Action on matters taken up in Closed Session and/or matters listed in Section II, whether or not items listed therein were taken into Closed Session; and matters listed under Sections VII and VIII, if any, taken into Closed Session under Section II. The Board may also go into Closed Session at this time on any matter on any agenda item listed in either or both sessions as may be authorized by law.

VII. Consent Agenda Items

- A. Minutes: Regular...May, 24-25, 2010; Special...June 7, 2010; Special...June 10, 2010.

B. Approval of the Budget Amendments for the period of May 14, 2010 through June 16, 2010.

C. Approval of the 2010-2011 School Board Meeting dates.

VIII. Individual Items for Consideration and Approval:

A. Approval of statement from the Law Firm of Escamilla & Poneck, Inc. in the amount of \$42,417.09 for Professional Services Rendered using local funds.

B. Approval of Quarterly Investment Report for May 1, 2010 through May 21, 2010.

C. Approval of the Wortham Insurance & Risk Management for Insurance Consultant Services.

D. Approval of the Position Stipends for the 2010-2011 school year.

E. Approval of the Edgewood Independent School District Employee Compensation Plan for the 2010-2011 school year.

F. Approval of the Edgewood Independent School District Supplemental Duty Compensation Scale for supplemental duties for which additional compensation is recommended by the Superintendent.

G. Approval of revised lease of Building Agreement with Edgewood Family Network for a portion of Emma Frey Elementary School.

H. Approval of promotions, transfers, new hires, resignations, retirements and re-assignments for professional contract personnel where Board Action is required. [Note: Board action on this item, if any, is limited to those personnel items that require Board action; otherwise, the item is for information only, whether or not the Board approves a motion to approve this item; and, in any event, the Board does not approve transfers, resignations previously approved by the Superintendent, retirements and reassignments.]

I. Approval to designate fund balance in the amount of \$4,500,000 for E-Rate eligible and local funded projects under E-Rate applications 11, 12 and 13.

J. Approval of Purchase Order for services to be performed by INX, Inc., not to exceed \$205,000 for Maintenance and Basic Technical support of E-rate eligible and non-E-rate devices for E-Rate 13.

K. Approval of purchase order to Major Inc., d/b/a RX Technology Inc., not to exceed \$816,000, utilizing e-rate and local funds, for the third year of a three year Cisco SmartNet Warranty and Service contract for July 1, 2010 through June 30, 2011.

L. Approval to submit the 2010-2011 No Child Left Behind (NCLB)) Consolidated Federal Grant (NCLBAA 11) for Title I-Part A, Title I-Part C (Migrant), Title II-Part A (Professional Development) and Title III (Bilingual) programs.

M. Approval to submit the 2010-2011 Special Education Consolidated Federal Grant (SPEDAA11) for IDEA-B and IDEA-B and IDEA-B Preschool programs.

N. Approval to submit payment to Regional Day School for the deaf in the amount of \$49,491.64, using IDEA-B funds and special education funds.

O. Approval of the Board delegate and Alternate to the TASB 2010 Delegate

Assembly, September 24-25, 2010.

- P. Approval of service agreement with Worldwide Pest Control Inc., for the District facilities pest control in the amount not to exceed \$30,000.00 from maintenance funds for the year 2010-2011 in accordance with NISD Bid #2009-140 where EISD is listed as a bid rider.
- Q. Approval of an agreement with Weatherproofing Technologies Inc., for the renovation of 24,000 square feet at Truman Middle School in support of the Stem Program, not to exceed \$147,000, through the cooperative purchasing network of TCPN, a competitive procurement method.
- R. Approval of Purchase Order for services and material from Great South West Texas Corporation, d/b/a "Computer Solutions," not to exceed \$4,920,000 in an Operational SPIN, utilizing E-Rate and local funds for internal connections (cabling) at campuses.
- S. Approval of Purchase Order for services and material from Great South West Texas Corporation, d/b/a "Computer Solutions," not to exceed \$560,000 utilizing local funds for ineligible E-rate infrastructure hardware and software.
- T. Approval of Purchase Order for services and material from Major Inc., DBA RX Technology Inc., not to exceed \$1,850,000 utilizing E-Rate and local funds for uninterruptable power supplies (UPS) at each campus.
- U. Approval of Purchase Order for services and material from Major Inc., DBA RX Technology Inc., not to exceed \$232,000 utilizing E-Rate and local funds for infrastructure hardware at various campuses.
- V. Approval of Purchase Order for services and material from SBC Datacom Inc., not to exceed \$90,000 utilizing E-Rate and local funds for infrastructure hardware at various campuses.
- W. Approval of Purchase Order for services and material from SHI Government Solutions not to exceed \$15,000,000 utilizing E-rate and Local funds for infrastructure hardware at each campus and the Edgewood Network Operations Center.
- X. Approval of Purchase Order for hardware from Southwestern Bell Telephone Co., AT&T Corp, ATT Mobility and SBC Long Distance, LLC not to exceed \$603,000 utilizing E-Rate and local funds for telecommunications services for July 1, 2010 through June 30, 2011.
- Y. Approval of Individual Expenditures Equal to or Exceeding \$25,000 (In accordance with Policy CH (Local) and Texas Education Code Purchasing Requirements, where applicable), to wit:
 - I. Purchase from M&A Technology 70 computers for Kennedy High School and 137 computers for Memorial High School in the amount of \$131,290 to upgrade Career and Technical Education courses funded through State Career and Technical Education funds.
 - II. Purchase 30 IMAC computers from Apple Inc. Education in the amount of \$35,568 for Graphic Arts course funded through the State Career and

Technical Education funds.

- III. Purchase school uniforms for elementary & middle school students from Uniform Plus, at a cost of approximately \$43,000, for elementary student uniforms, and approximately \$37,000 for secondary student uniforms, for a total of approximately \$80,000, funded locally.
- IV. Purchase 50 laptop computers from M&A Technology for Memorial High School in the amount of \$61,562.50 using the School Improvement Grant.
- V. Purchase Springboard site licenses to include consumable workbooks and fee for ELA Teacher Workshop for high school ELA 9th and 10th grade teachers in the amount of \$32,144.30, funded by the American Recovery and Reinvestment Act and High School Allotment.
- VI. Approval of a Purchase Order for kitchen equipment from Mission Restaurant Supply in the amount of \$61,656.00 for Brentwood and Wrenn Middle School.
- VII. Approval of a Purchase Order to Major Inc., d/b/a RX Technology Inc., for two uninterrupted power supplies (UPS) for the new Kennedy and Memorial science building not to exceed \$68,000.
- VIII. Approval of a Purchase Order to M&A 110 Netbook Computers in the amount of \$58,964.40 for the Stem Academy, funded through State Career Technical Education funds.
- Z. Approval of an agreement with Weatherproofing Technologies Inc., for the renovation of six classrooms at Wrenn Middle School in order to enhance the learning environment, at a cost not to exceed \$45,000 through the cooperative purchasing network of TCPN, a competitive procurement method.
- AA. Approval to contract with Pro-Computing Company for the purchase and installation of the Promethean Whiteboard System for Memorial and Kennedy Science labs through the procurement method of the Buy Board Program and bond proceeds not to exceed \$36,000.
- BB. Approval of SHW Group to provide project management services for specific district projects not to exceed \$200,000 using local funds.
- IX. Information:
 - A. Human Resources Report
 - B. Consultant Monthly Report
 - C. Overtime Report
 - D. Financial Statements
 - E. Active Investment Report
 - F. Vandalism Report
 - G. Student Discipline Report
 - H. Tax Report
- X. Other Business
- XI. Announcement(s)

XII. Adjournment

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the Board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E. Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting.

The notice for this meeting was posted in compliance with the Texas Open Meeting Act on _____, at _____.

For the Board of Trustees

Exhibit 4

SOLICITATION, OFFER, AND AWARD

1. CONTRACT #	2. SOLICITATION NO.
3. TYPE OF SOLICITATION: Sealed Bid (IFB) Negotiated (RFP)	4. DATE ISSUED: January 18, 2011
5. REQ. # RFP 11-004 Technology Maintenance Services	6. ISSUED BY: Edgewood I. S. D.
7. ADDRESS SOLICITATION RESPONSE TO: DEPARTMENT OF PURCHASING	8. Department, Associated: IT Department
EDGEWOOD INDEPENDENT SCHOOL DISTRICT	9. This offer expires 06/30/2011
5358 W. COMMERCE STREET SAN ANTONIO, TEXAS 78237	

NOTE: In Invitations for Bid, "offer" and "Vendor(s)" mean "bid" and "Vendor(s)."

A PRE-PROPOSAL MEETING WILL BE HELD ON **January 20, 2011 AT THE TECHNOLOGY OFFICES LOCATED ON THE EDGEWOOD HS ACADEMY PREMISES AT 1:00 PM, 602 SW 34th Street, San Antonio, TX 78237.**

SOLICITATION

Sealed offers with an original signature(identified as such), one copy (identified as such) and one electronic copy (Microsoft Word and Excel) for furnishing the supplies and/or services in the bid form will be received at the place specified in Item 7 until 10:00 A.M. local time, February 16, 2011.

CAUTION: All offers are subject to all terms contained in this solicitation.

9. For information send email to: Ronald.bertoia@eisd.net

Subject: RFP 11-004 Technology Maintenance Services

OFFER (Must be fully completed by Vendor(s))

10. In compliance with the above, if this offer is accepted, the Vendor(s) agrees, to furnish any or all items upon which prices are offered and accepted at the price set opposite each item, delivered at the designated point(s) specified in the solicitation. Further, this offer is contingent upon SLD funding approval and must have all deliverables, installations, services and configurations completed prior to the applicable SLD closing date window for funding. **This RFP is for a three year agreement.**

11. DISCOUNT FOR PROMPT PAYMENT: ___% ___Days Net 30 days unless a discount is offered.

12. ACKNOWLEDGEMENT OF AMENDMENTS The Vendor(s) acknowledges receipt of AMENDMENTS to the SOLICITATION and related documents numbered and dated	AMENDMENT NO. DATE _____ _____	AMENDMENT NO. DATE _____ _____
13. Name and Address of Vendor(s) Company Name: Address: City State Zip: Telephone No: Fax No:	14. Name and Title of Person Authorized to Sign Offer: Print Name: Title: Signature: Date:	

ACCEPTANCE (To be completed by the District)

15. ACCEPTED AS TO ITEMS NUMBERED: | 16. AMOUNT: | 17. ACCOUNTING AND APPROPRIATION:

18. PAYMENT WILL BE MADE BY ACCOUNTS PAYABLE: Accounts Payable, 5358 W. Commerce Street
San Antonio, TX, 78237 Submit invoices in three (3) copies. ___

19. For the Edgewood I.S.D.: | 20. Signature of Purchasing Agent: | 21. Date:

IMPORTANT: Award will be made on this form or by other authorized official written notice.

VENDOR(S)'S (COMPANY) NAME _____